

Blazon Digital Marketing

Terms & Conditions & Privacy Policy

Last updated: 19th January 2026



PART A — TERMS & CONDITIONS

1. Scope of Services

Blazon Digital Marketing (“we”, “us”, “our”) provides digital marketing, automation, and AI-powered services including (but not limited to) AI voice agents, chatbots, booking systems, reputation management, and marketing support (“Services”).

Our Services are designed to **support lead capture, booking, and sales processes**, however **we do not guarantee business outcomes**, including:

- Number of leads or bookings
- Conversion rates
- Revenue, profit, or return on investment

The Services are tools and systems — **business performance remains the Client’s responsibility**.

2. AI Voice Agents & Automation Disclosure

You acknowledge and agree that:

- AI Voice Agents and automations operate based on scripts, logic, and data approved or supplied by you.
- AI systems **may not always interpret intent perfectly** and may occasionally make errors. We allow a few weeks to have the AI Voice Agent fully trained on in-coming data and endeavor to align it to your business voice.

- AI Voice Agents are **not a replacement for professional judgment**, medical advice, legal advice, or regulated services.

You are responsible for:

- Reviewing scripts and workflows
- Ensuring compliance with your industry regulations
- Monitoring conversations and bookings

We are **not responsible** for:

- Missed calls, incorrect bookings, or customer misunderstandings
 - Client staff not following up on bookings
 - Operational, staffing, or scheduling failures
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3. Client Responsibilities

To ensure effective delivery, you agree to:

- Provide accurate, complete, and timely information
- Maintain your calendars, availability, pricing, and service details
- Respond promptly to approvals and requests
- Ensure lawful use of AI systems within your business

Delays caused by missing or incorrect information may affect results and timelines.

4. Payment Terms

- All Services are billed on a **monthly recurring basis**

- Invoices are issued **by email only**
- Payments must be made in accordance with the agreed proposal

Failure to pay may result in service suspension or termination.

5. Cancellation & Refund Policy

- A **minimum of 7 days' written notice** is required to cancel any subscription
 - **No refunds** are provided for fees already paid
 - Services continue until the end of the billing period
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6. Intellectual Property

- All proprietary systems, workflows, automations, scripts, and tools remain the property of Blazon Digital Marketing until full payment is received
- Upon payment, you receive a licence to use the system for your business
- Our internal methods, prompts, frameworks, and tools remain confidential and may not be copied or resold

We may showcase anonymised or non-confidential work for portfolio or marketing purposes.

7. Confidentiality

Both parties agree to keep confidential information private and secure, except where required by law or with written consent.

8. Limitation of Liability

To the maximum extent permitted by law:

- We are not liable for indirect, consequential, or economic loss
 - Our total liability is limited to the amount paid by you in the previous 30 days
 - We are not liable for third-party platforms, outages, or integrations (e.g. phone carriers, CRMs, ad platforms)
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9. Termination

Either party may terminate with written notice in the event of material breach.

Upon termination:

- Outstanding fees remain payable
 - AI systems and automations will be disabled
 - Access to proprietary tools will be revoked
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10. Governing Law

This agreement is governed by the laws of **New South Wales, Australia**.

Disputes will be handled through good-faith negotiation, then mediation where required.

PART B — PRIVACY POLICY (AUSTRALIA)

1. Our Commitment to Privacy

We comply with the **Privacy Act 1988 (Cth)** and the **Australian Privacy Principles (APPs)**.

This policy explains how we collect, use, store, and disclose personal information.

2. What Personal Information We Collect

We may collect:

- Names, phone numbers, email addresses
- Business details
- Call recordings and booking data (via AI Voice and Conversational Text Agents)
- Website, form, or CRM interactions

Information may be collected directly, automatically, or via third-party platforms used to deliver our Services.

3. Use of AI & Call Data

Where AI Voice Agents are used:

- Calls may be recorded or transcribed for training, quality control, and booking accuracy
- Data is used only to deliver agreed Services
- Clients are responsible for notifying their customers if call recording disclosures are required

We do not sell personal data.

4. Use & Disclosure

We use personal information to:

- Deliver Services
- Improve systems
- Communicate with clients
- Meet legal obligations

Information may be shared with trusted third-party providers (e.g. hosting, telephony, CRM software) where required to operate our Services.

5. Data Security

We take reasonable steps to protect personal information from misuse, loss, or unauthorised access.

Data is retained only as long as necessary or as required by law, then securely destroyed or de-identified.

6. Access & Correction

You may request access to or correction of your personal information by contacting us in writing. Identity verification may be required.

7. Trust-Building Clauses (Recommended & Included)

To strengthen transparency and trust:

- Clear AI disclosure and responsibility boundaries
 - Mutual confidentiality obligations
 - Fair cancellation terms
 - No lock-in ownership once paid
 - Plain-English expectations around outcomes
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8. Contact Us

Blazon Digital Marketing Pty Ltd

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