

Alvey's Terms & Conditions

Last Updated: 4 February 2026

Welcome to Alveya!

These Terms and Conditions (**Terms**) set out the terms that govern your access to and use of the Platform and Services and form a legally binding agreement between Alveya Pty Ltd (ABN 26690422407) (**also referred to as we, us or our**) and you, or the entity you represent (**user, you or your**).

These Terms take effect when you create an account, click an "Accept", "Sign up", or similar button presented with these Terms, or, if earlier, when you access or use any part of the Services (**Effective Date**).

You represent and warrant that you have the legal capacity to enter into these Terms. If you are entering into these Terms on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity, and references to "you" include that entity.

If you do not agree to these Terms you must not create an account or access or use the Services.

1. Background

- Alveya is a subscription-based software-as-a-service platform that provides businesses with an integrated system to manage their online presence, marketing, client communications, and digital offerings.
- The Platform incorporates numerous third-party integrations to enhance functionality and interoperability with external applications and services, including services provided by HighLevel Inc.
- We agree to provide the Platform and related Services to the User, and the User agrees to subscribe to the Platform and Services, in accordance with these Terms.
- The Services are offered globally and will be billed in either Australian Dollars (AUD) or United States Dollars (USD) as selected by the User.

2. Definitions

- **Applicable Law** means all laws, regulations and rules applicable to the Services, including Australian laws and any laws applicable based on the location of the User or data subjects.
- **Authorised Users** means those employees, contractors, agents, and other personnel of the User who are authorised by the User to access and use the Services under these Terms
- **Business Day:** a day that is not a Saturday, Sunday, or public holiday in Queensland, Australia.
- **Business Hours:** 9am to 4pm AEST on Business Days.

- **Effective Date** means the date on which you accept these Terms by clicking "I Agree," "Accept," or similar, or by accessing or using the Platform and Services.
- **Customer Data** means any data, content, or information that you or your authorised users upload, submit, store, or transmit through the Services. Customer Data does not include aggregated, anonymised, or de-identified data, or data relating to the operation or performance of the Services.
- **Data Processing Addendum (DPA)** means the data processing addendum available at www.alveya.io/dpa.
- **Fees:** subscription fees payable by you as set out on our website and as described in these Terms.
- **GST** has the meaning given to that term in the GST Act.
- **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- **GST Law** has the meaning given to that term in the GST Act.
- **Intellectual Property** means all intellectual property rights of any kind anywhere in the world, whether registered or unregistered, including trademarks, patents, copyright, processes, know-how, designs, database rights, or other like rights or any right to apply for registration of any of them.
- **Material Change** means a change to these Terms that would reasonably be expected to have a material adverse effect on your rights or obligations in relation to the Services, including a material increase in fees or a material reduction in the core functionality of your subscription. A Material Change does not include changes that are administrative, clarifying, or required by law. Whether a change is material will be determined by acting reasonably.
- **Payment Provider:** a third-party payment processing service we use from time to time to process payments in connection with the Services, including Stripe, or any replacement or alternative provider we nominate.
- **Personal Information** has the meaning given in section 6 of the Privacy Act 1988 (Cth).
- **Platform** means our proprietary Software as a Service platform and any including third-party integrations.
- **Services** means the provision of access to and use of the Platform, including any associated software, features, functionality, technical support, user support, documentation, training or guidance materials, updates, upgrades, and enhancements, as made available by us from time to time in accordance with your subscription plan.
- **Subscription Plan:** any subscription plan offered by us and listed on the Website from time to time, as selected by you.
- **Subscription Fees** means the fees payable by the User for access to the Platform as described on our Website.
- **Trial Period** means any trial access to the Services that we may offer from time to time, for the duration and on the terms determined by us.
- **Third-Party Services** means any services, products, platforms, or tools provided by third parties that we rely on, integrate with, or make available in connection with the Services, including (without limitation) services from HighLevel Inc., Twillo, Mailgun, Cloudways, Open AI, Meta and Google. We may add, remove, or change Third-Party Services from time to time at our discretion.

3. Acceptance of Terms

1. By creating an account, accessing, or using any part of the Services, you confirm that you have read, understood, and agree to be bound by these Terms, as updated from time to time.
2. If you are accessing or using the Services on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity to these Terms, and references to “you” or “User” include that entity.
3. If you do not agree to these Terms, you must not create an account or access or use the Services.
4. These Terms apply to all Services made available by us through the Platform, including any new features, tools, modules, or services introduced from time to time, unless we expressly state otherwise.

4. Commencement

These Terms apply, and the agreement between you and us starts, when you create an account or otherwise access or use the Services. These Terms continue until it is terminated in accordance with these Terms.

5. Account creation and access

1. Administrative rights

- a. To access and use the Services, you must create an account in accordance with our sign-up process described on our Website. When creating an account, you must provide accurate, current, and complete information and keep that information up to date.
- b. Each account must have at least one authorised user designated as an administrator (**Administrator**). The Administrator is responsible for:
 - i. managing user access, roles, and permissions;
 - ii. ensuring that all users comply with these Terms;
 - iii. maintaining the confidentiality of account credentials; and
 - iv. all activity that occurs under the account.
- c. You are responsible for all access to and use of the Services under your account, whether authorised by you or not. You must promptly notify us of any unauthorised access to or use of your account.

2. Restrictions

- a. You must not, and must not permit any user to:
 - i. access or use the Services in a way that breaches these Terms or any applicable law;
 - ii. share, resell, sublicense, or make the Services available to any third party except as expressly permitted under your subscription plan;
 - iii. copy, modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Services, except to the extent permitted by law;
 - iv. interfere with, disrupt, or attempt to gain unauthorised access to the Services, systems, or networks;
 - v. upload, input, or transmit any content that is unlawful, harmful, misleading, or infringes the rights of others;
 - vi. use the Services to develop, train, or improve a competing product or service; or

- vii. circumvent or attempt to circumvent any usage limits, security measures, or access controls.
- b. We may suspend or restrict access to the Services if we reasonably believe there has been a breach of this section.

6. Scope of Services and Third-party terms

1. Scope of services

- a. We provide a subscription-based software-as-a-service (SaaS) platform that makes available a range of tools within a single, integrated environment for businesses to manage their online content, communications, and digital operations.
- b. The Services may include access to functionality for:
 - i. creating and managing websites, landing pages, and digital content;
 - ii. building forms and capturing data;
 - iii. sending communications and configuring automated workflows;
 - iv. managing bookings, appointments, and scheduling;
 - v. creating and delivering digital programs, products, or memberships;
 - vi. processing payments; and
 - vii. viewing usage data and analytics generated through use of the Platform.
- c. The availability, configuration, and functionality of the Services may vary depending on your subscription plan and may be changed, updated, or modified from time to time.
- d. Users access the Services through a secure login and are responsible for how the Services are configured and used, including the content, data, and workflows they create, upload, or manage through the Platform.
- e. The Services are provided as a software platform only and do not guarantee any particular outcome or result.
- f. You are responsible for all content, data, communications, and materials you create, upload, send, or manage through the Services, and for ensuring your use of the Services complies with applicable laws and third-party requirements.

2. Additional Services

- a. From time to time, we may agree to provide additional services at your request, including the creation, configuration, or customisation of templates, pages, workflows, or other digital assets for use within the Platform ("**Additional Services**").
- b. Additional Services are not included in your subscription and will be provided subject to separate fees, timelines, and any agreed scope of work.
- c. Unless otherwise agreed in writing, you are responsible for reviewing and approving any templates or materials before use.

3. Third party integrations and reliance

- a. The Services may rely on, integrate with, or make available Third-Party Services.
- b. Your use of any Third-Party Services is subject to the terms and policies of the relevant third party.
- c. Any data shared with or transmitted to Third-Party Services is handled in accordance with the applicable third party's terms and policies.

- d. Certain features of the Services may depend on Third-Party Services, and the Services may be limited or affected by changes to those Third-Party Services.

7. Communication

1. You agree that we may communicate with you and your authorised users about the Services using email, voice calls, in-platform notifications, or mobile push notifications.
2. You acknowledge that service, billing, security, and account-related communications may be delivered through these channels and are taken to be received when sent or made available.
3. You are responsible for keeping your contact details and notification settings up to date.
4. Nothing in this clause permits us to send marketing communications in breach of applicable law, including the Spam Act 2003 (Cth).

8. User responsibilities and usage

1. General user responsibilities

- a. You are responsible for your use of the Services, including how the Services are configured and used, and for all content, data, communications, and materials you create, upload, send, or manage through the Services.
- b. You are responsible for the accuracy, quality, and legality of any data, information, and configurations you input into the Services.
- c. You must ensure that your use of the Services complies with these Terms, applicable laws, and any third-party terms that apply to services you use in connection with the Platform.
- d. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.
- e. You are responsible for obtaining all necessary consents, permissions, and authorisations required to send communications or collect and process personal information using the Services.
- f. You must ensure that any marketing or communications sent using the Services comply with applicable marketing, privacy, and anti-spam laws.

2. Selling products and services using our templates

- a. If you use the Services, including any templates or tools we make available, to create, promote, or sell your own products or services, you are solely responsible for:
 - i. the accuracy and legality of your offerings;
 - ii. the content of your marketing, sales pages, and communications;
 - iii. complying with applicable consumer, privacy, and other laws; and
 - iv. fulfilling any obligations you owe to your customers.
- b. We do not review, approve, endorse, or verify any products or services you offer using the Services and are not responsible for any transactions, disputes, or claims between you and your customers.
- c. You are responsible for managing customer payments, refunds, disputes, and chargebacks arising from your products or services.

3. Community access

- a. The Services do not currently include community or forum features. We may introduce community, discussion, or user interaction features in the future.

- b. If community features are made available, you agree to use them respectfully and lawfully and not to post or share content that is unlawful, misleading, harmful, abusive, or infringes the rights of others.
- c. We do not monitor or moderate community content unless required by law and may remove or restrict access to community features if we reasonably believe there has been a breach of these Terms.

9. Modifications and updates

1. Modifications and updates to Services

- a. We may modify, update, enhance, or discontinue any part of the Services from time to time, including features, functionality, or content.
- b. If a modification materially reduces the core functionality of the Services included in your current subscription plan, we will provide 30 days' prior notice, unless the change is required to address security, legal, or technical issues.
- c. Updates and modifications may be rolled out automatically and may apply across all users or to specific subscription plans.
- d. You are responsible for ensuring that your continued use of the Services after a modification meets your needs.
- e. If you do not agree to a material modification, you may terminate your subscription in accordance with these Terms.

2. Modification to the Terms

- a. We may modify these Terms at any time. If a change is material, we will make reasonable efforts to provide at least 30 days' notice before the updated Terms take effect. Whether a change is material will be determined by acting reasonably.
- b. If you do not agree to a Material Change, you may terminate your subscription before the new terms take effect.
- c. We will provide at least 30 days' notice of any changes to the fees or pricing structure of the Services.

10. Fees and payment

1. Subscription fees

- a. Access to the Services is provided on a subscription basis. Subscription fees are fixed for the applicable subscription plan and billing period selected by you and are payable in advance.
- b. Subscription fees may be billed on a monthly or annual basis, depending on the subscription plan you choose. The minimum subscription term is one (1) month, unless otherwise stated for your plan.

2. Currency and taxes

- a. Subscription fees and other charges may be charged in AUD or USD, as selected at the time of purchase.
- b. Unless expressly stated otherwise, fees are exclusive of taxes, duties, levies, or similar governmental charges. Where fees are charged in AUD, amounts are exclusive of GST. Where fees are charged in USD, GST does not apply.
- c. You are responsible for any taxes that apply to your purchase or use of the Services, other than taxes based on our income.
- d. If currency conversion is required, the applicable exchange rate and any conversion fees are determined by your bank or payment provider. We are not responsible for exchange rate fluctuations or conversion fees.

- e. If any withholding or deduction is required by law in respect of a payment you make to us, you must pay such additional amounts as are necessary so that the net amount we receive equals the amount invoiced, unless we agree otherwise in writing.
- f. You must provide any information reasonably requested by us to determine applicable tax treatment, including your billing address and tax residency.

3. Payment methods and billing

- a. Subscription fees are payable using one of the payment methods made available through the Platform, which may include:
 - i. payment via a third-party payment processor (such as Stripe); or
 - ii. invoice and bank transfer, where approved by us.
- b. Payments are automatically recurring for the selected billing period unless cancelled in accordance with these Terms.
- c. We may store payment-related information to facilitate recurring billing, but we do not store or have access to full credit or debit card details.

4. Late payment and suspension

- a. If a payment is declined, reversed or otherwise not received when due, we may retry the payment.
- b. If any subscription fee remains unpaid for 14 days after the due date, we may suspend access to the Services until payment is made in full. Suspension does not relieve you of your obligation to pay any outstanding fees.
- c. We are not responsible for any loss of data, interruption to the Services or other consequences arising from suspension due to non-payment.

5. Pricing changes

We may update subscription fees from time to time. If we make a change to pricing that affects your subscription, we will provide at least 30 days' prior notice before the updated pricing takes effect. Continued use of the Services after the change takes effect constitutes acceptance of the updated pricing.

6. No refunds

Except where required by applicable law, subscription fees are non-refundable, including for partial billing periods or unused Services.

7. Disputed invoices or request for payments

- a. If you dispute an invoice or request for payment, you must notify us in writing within 14 days of the invoice date and provide reasonable details of the dispute.
- b. You must pay any undisputed portion of an invoice by the due date. We may suspend access to the Services in accordance with these Terms if payment of any undisputed amount is overdue.

8. Account Pause

- a. You may request to pause your subscription for up to three (3) months at a time by contacting us or using any available account settings.
- b. During a pause period, your access to the Services may be limited or suspended. Subscription fees will not be charged during an approved pause period, and your subscription term will resume when the pause period ends.
- c. You may only have one active pause period at a time unless we agree otherwise.

9. Communication Credit

- a. Each active subscription includes a monthly communications credit of US\$10 (Credit). The Credit may be used towards usage-based charges for communication services and premium workflows, including email, MMS, SMS, phone calls, or similar services delivered through integrated third-party providers (such as Twilio).
- b. The Credit resets each billing cycle, is not transferable, and cannot be rolled over or redeemed for cash or refunds.
- c. Any usage that exceeds the available Credit will be charged to your account at the applicable usage rates and billed in accordance with your subscription and payment settings.
- d. Estimated usage volumes (for example, approximate email quantities) are indicative only and actual usage may vary depending on message size, delivery destination, third-party pricing, and other factors.

11. Intellectual Property Rights

1. Ownership

- a. We own, and retain all right, title, and interest in, the Services, the Platform, and all related intellectual property, including (but not limited to) all software, source code, object code, templates, workflows, processes, methodologies, frameworks, tools, designs, documentation, training materials, content, and any updates, enhancements, or modifications to them (**Platform IP**).
- b. Nothing in these Terms transfers any ownership of any Platform IP to you.

2. Licence to use the Services

- a. Subject to your compliance with these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Services and Platform IP solely for your business purposes during the term of your subscription.
- b. This licence does not permit you to copy, extract, reproduce, distribute, sell, license, commercialise, or create derivative works from the Platform IP itself, except to the extent expressly permitted by these Terms.

3. Templates, processes, and materials

Where the Services include templates, frameworks, or similar materials, you may use those templates to create outputs for your own business purposes or for delivery to your clients, provided that:

- a. the templates are not resold, licensed, or made available to third parties on a standalone basis;
- b. the templates are not used to create competing products, services, or template libraries; and
- c. any outputs created using the templates do not include the templates themselves or allow the templates to be extracted or reused independently.

4. User content

- a. You retain ownership of any content or data you create, upload, or input into the Services (User Content).
- b. You grant us a non-exclusive, worldwide, royalty-free licence to use, host, store, process, and display User Content solely to provide, operate, maintain, and improve the Services.
- c. You represent and warrant that you have all rights, consents, and authority necessary to upload and use User Content in connection with the Services.

- d. We do not claim ownership of User Content and do not use User Content for any purpose other than as permitted under this clause.

5. Feedback and improvements

If you provide any suggestions, feedback, ideas, or recommendations relating to the Services (Feedback), you agree that we may use, incorporate, and exploit that Feedback without restriction or obligation to you, and that any improvements, enhancements, or developments derived from that Feedback form part of the Platform IP.

6. No implied rights

Except for the limited licence expressly granted under these Terms, no rights are granted to you, whether by implication, estoppel, or otherwise.

12. Support services

1. Availability

Support is available during Business Hours via email. The support email address is support@alveya.io.

2. Scope of Support

- a. Support is limited to reasonable assistance with:
 - i. access to and use of the Services and
 - ii. troubleshooting faults that are reasonably within our control.
- b. Support does not include:
 - i. custom development, feature changes or system modifications;
 - ii. legal, technical or business advice; or
 - iii. issues caused by Third-Party Services, your systems, or your misuse of the Services.

3. Response times

- a. We will use reasonable efforts to respond to support requests during Business Hours.
- b. As a guide only, we aim to respond to urgent support issues within 24 hours and non-urgent issues within 48 to 72 hours. We will assess the urgency of support issues, acting reasonably.
- c. Response times are not guaranteed and may vary depending on the nature and complexity of the issue.

4. No Guarantee of Resolution

While we will use reasonable efforts to provide support, we do not guarantee that all issues will be resolved or that support will be error-free or uninterrupted.

5. Changes to Support

We may update or modify our support offerings from time to time, provided that we do not materially reduce the level of support without giving reasonable notice where practicable.

13. Planned maintenance

- a. We aim to keep the Service available, but uninterrupted access is not guaranteed. From time to time, the Service may be affected by planned maintenance, internet outages, network issues, or problems with third-party services and infrastructure we rely on.
- b. Where reasonably possible, we will give advance notice of planned maintenance.

14. Trial period

1. We may, at our discretion, offer a free or discounted trial period for the Services on the terms and for the duration specified at the time the trial is offered.
2. Unless stated otherwise, trial access is provided on a limited basis and may exclude certain features or functionality. We may modify, restrict, or withdraw a trial at any time.
3. At the end of a trial period, your access to the Services may end automatically unless you choose to continue on a paid subscription. If you continue using the Services after the trial ends, you agree to pay the applicable subscription fees in accordance with these Terms.
4. Use of the Services during a trial period is subject to these Terms.

15. Limitations of liability and warranties

1. Warranties

- a. The Services, Platform, and any templates, tools, processes, outputs, or materials made available through the Services are provided on an “as is” and “as available” basis.
- b. To the maximum extent permitted by law, we make no warranties or representations, whether express or implied, including any warranties of accuracy, reliability, completeness, fitness for a particular purpose, non-infringement, or uninterrupted or error-free availability.

2. Use of outputs and reliance

- a. Any outputs, materials, content, or results generated, configured, or created through use of the Services are produced based on information, settings, and inputs provided by you and may be inaccurate, incomplete, outdated, or inappropriate for your intended use.
- b. We do not guarantee the accuracy, suitability, or reliability of any outputs or the achievement of any particular business, marketing, operational, or commercial outcomes.
- c. You are solely responsible for reviewing, verifying, and determining whether any outputs, Services or templates are appropriate for your use or for delivery to your clients. The Services and any outputs must not be relied on as legal, financial, marketing, medical, or other professional advice.

3. Third-Party Services

The Services may rely on or integrate with Third-Party Services. We do not warrant the availability, performance, reliability, or continued operation of any Third-Party Services and are not responsible for any interruption, error, or issue arising from their use, unavailability, or modification.

4. Limitation of Liability

- a. To the extent permitted by law, the total aggregate liability of us to you under or in connection with these Terms shall not exceed the total fees

paid you in the twelve (12) month period immediately preceding the event giving rise to the claim.

- b. This limitation applies regardless of whether such liability arises from breach of contract, tort (including negligence), misrepresentation, under an indemnity or warranty, by operation of law, or in any other way.

5. Exclusion loss

To the maximum extent permitted by law, we are not liable for any:

- a. loss of profits, revenue, goodwill, business opportunity, or anticipated savings;
- b. loss, corruption, or interruption of data;
- c. indirect, incidental, special, or consequential loss; or
- d. exemplary or punitive damages.

6. Third-Party Services

Without limiting clause 14.4.a, and to the maximum extent permitted by law, we are not liable for any loss or damage arising from or in connection with any Third-Party Services, including any outage, failure, suspension, or change to those services.

7. Permitted recoverable losses

- a. Nothing in this section limits your ability to recover direct losses arising solely from:
 - i. our breach of confidentiality obligations;
 - ii. our breach of applicable data protection laws; or
 - iii. infringement of a third party's intellectual property rights by the Services.
- b. Any such recovery remains subject to the liability cap in clause 14.4.a, unless liability cannot be limited by law.

8. Risk allocation

You acknowledge that the fees reflect the allocation of risk set out in these Terms and that we would not provide the Services on these terms without these limitations of liability.

9. Australian Consumer Law

- a. Nothing in these Terms excludes, restricts, or modifies any consumer guarantees, rights, or remedies you may have under the Australian Consumer Law or any other applicable law that cannot be excluded.
- b. To the extent we are permitted to limit our liability under the Australian Consumer Law, our liability is limited, at our option, to resupplying the Services or paying the cost of having the Services resupplied.

16. Indemnification

- 1. You agree to indemnify us and our officers, employees, contractors, and service providers against any losses, damages, liabilities, costs, or expenses (including reasonable legal costs) arising out of or in connection with:
 - a. your use of, or inability to use, the Services in breach of these Terms;
 - b. any unauthorised modification, misuse, or improper configuration of the Services;

- c. any content, data, or materials you create, upload, transmit, or make available through the Services; or
 - d. any breach of these Terms by you or your clients.
- 2. This indemnity does not apply to the extent a loss is caused by our negligence, fraud, or wilful misconduct.

17. Data Privacy

1. Compliance with Privacy Laws

We will handle Personal Information in accordance with applicable privacy laws, including the Privacy Act 1988 (Cth), and our Privacy Policy.

2. Collection and Use of Data

We may collect, use and store usage data, analytics data and other information relating to your use of the Service, which may include Personal Information, for the purposes of:

- a. providing, operating, maintaining and supporting the Service;
- b. monitoring performance, security and preventing misuse;
- c. complying with applicable laws and enforcing these Terms; and
- d. improving and developing the Service, in accordance with our Privacy Policy.

3. Overseas Data Processing

You acknowledge and agree that Personal Information may be stored or processed outside Australia, including through third-party infrastructure and service providers. Where we disclose Personal Information overseas, we will take reasonable steps to ensure such disclosures comply with applicable privacy laws.

4. Third-Party Services

- a. The Services may rely on or incorporate third-party service providers, infrastructure, or software that we use to operate and deliver the Services.
- b. In providing the Services, we may share or allow access to Personal Information and other data with Third-Party Services to the extent reasonably necessary to deliver, maintain, secure, and improve the Services.
- c. Third-Party Services operate under their own terms and privacy policies. While we take reasonable steps to use reputable service providers, their independent data handling practices are governed by their own policies and applicable laws.

5. User Responsibilities

You are responsible for ensuring that any Personal Information processed through the Service by you or your end-users is collected and used in compliance with applicable privacy laws, including providing any required notices and obtaining any necessary consents.

6. Data Processing Addendum

To the extent that we process Personal Information on behalf of the User, the Data Processing Addendum forms part of these Terms and is incorporated by reference

18. Effect of Termination

1. Termination by You

- a. You may cancel your subscription at any time through your account settings or by contacting us.
- b. Cancellation will take effect at the end of your then-current subscription period (monthly or annual, as applicable), and you will continue to have access to the Services until that time.
- c. Fees paid are non-refundable, except as required by law.

2. Termination by Us

We may suspend or terminate your access to the Services:

- a. on reasonable notice, for convenience. We will not exercise termination for convenience arbitrarily;
- b. immediately if you commit a material breach of these Terms and fail to remedy that breach within a reasonable period after notice, or where the breach cannot be remedied; or
- c. immediately if required to do so by law, or to protect the security, integrity, or availability of the Services.

3. Termination.

- a. On termination, your right to access and use the Services ends immediately.
- b. Any accrued payment obligations remain payable.
- c. We may suspend access to Customer Data following termination.
- d. Upon written request made within a reasonable period after termination, we will return or securely delete Customer Data in our possession, subject to any legal, regulatory, or backup retention requirements.
- e. Upon termination, we may retain anonymised, aggregated, or de-identified data in accordance with these Terms, including our Privacy Policy.
- f. Clauses which by their nature should survive termination (including intellectual property, disclaimers, limitation of liability, privacy, and governing law) survive termination.

19. General provisions

1. Notices

- a. Any notice or other communication given under these Terms must be in writing and may be given by:
 - i. email to the email address associated with your account (for notices from us to you); or
 - ii. email to the contact email address specified on the Platform or otherwise notified by us (for notices from you to us).
- b. A notice sent by email is taken to be received at the time it is sent, unless the sender receives an automated notification that the email was not delivered.

- c. We may also provide notices to you by posting them within the Platform or through your account dashboard, in which case the notice will be taken to be received when it is made available.

2. Dispute resolution

- a. If a dispute arises out of or in connection with these Terms or the Services, the parties must first use reasonable efforts to resolve the dispute in good faith through informal discussions.
- b. If the dispute is not resolved within 30 days after one party gives written notice of the dispute to the other, either party may refer the dispute to mediation, to be conducted in good faith in accordance with the mediation rules of the Australian Disputes Centre (or a similar body), before commencing court proceedings.
- c. The mediation will take place in Queensland, Australia, unless the parties agree otherwise. Each party will bear its own costs of the mediation, and the mediator's fees will be shared equally.
- d. Nothing in this clause prevents either party from seeking urgent injunctive or equitable relief from a court where necessary.

3. Governing law and jurisdiction

- a. These Terms are governed by and construed in accordance with the laws of Queensland, Australia.
- b. The parties submit to the exclusive jurisdiction of the courts of **Queensland, Australia**, for the determination of any disputes arising out of or in connection with these Terms.

4. Waiver

A failure or delay by us to exercise any right or remedy under these Terms does not operate as a waiver of that right or remedy. Any waiver must be in writing and signed by us.

5. Assignment

- a. You may not transfer your account or assign your rights or obligations under these Terms without our consent, except as part of an internal business restructure.
- b. We may transfer our rights and obligations under these Terms, including your account, as part of a sale, merger, or restructure of our business. Your rights under these Terms will continue with the new provider.

6. Force majeure

- a. Neither party will be liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) to the extent caused by events beyond its reasonable control (**Force Majeure Event**).
- b. Force Majeure Events include acts of God, natural disasters, fire, flood, earthquake, epidemic or pandemic, war, terrorism, civil unrest, strikes or labour disputes, government orders or regulatory actions, failure of utilities, telecommunications or internet services, and failure, outage or disruption of third-party hosting, infrastructure, payment processing or software providers that are not within the reasonable control of the affected party.

- c. The affected party must use reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable.
- d. If a Force Majeure Event continues for more than 30 consecutive days and materially affects the Services, either party may terminate these Terms by written notice.

7. Survival

Any provision of these Terms which by its nature is intended to survive termination or expiry will survive, including clauses relating to fees and payment, intellectual property, data privacy and security, confidentiality, liability, indemnities, end-of-term arrangements, and general provisions.

8. Third Party rights

These Terms do not confer any rights on any person who is not a party to them. A person who is not a party to these Terms has no right to enforce any provision of these Terms.

9. Entire agreement

These Terms set out our full agreement with you about the Services and replace any earlier discussions or arrangements relating to them.

10. Severability

If a court decides that any part of these Terms can't be enforced, that part will be removed and the rest of the Terms will continue to apply.

20. Contact information

If you have any questions or concerns about these terms, please contact us at:

- Our name: Alveya Pty Ltd
- Email: support@alveya.io

By creating an account or using the Services, you confirm that you have read and agree to these Terms.