

# Standard Terms of Business

Version 1.0 · 6 August 2026

These terms apply to services provided by AKAA Evolution Pty Ltd. They take effect when you sign a Statement of Work that identifies this version. Defined terms are shown in **bold** the first time they are used.

## 1 Definitions and interpretation

**1.1 Definitions.** In these terms:

| Term                         | Meaning                                                                                                                                                                                                                        |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Acceptance                   | acceptance of a Deliverable under clause 6, including deemed acceptance.                                                                                                                                                       |
| Acceptance Period            | the period stated in the Statement of Work from the date we notify you that a Deliverable is ready for review, or 5 Business Days if none is stated.                                                                           |
| Background IP                | Intellectual Property Rights owned or licensed by a party before the date of the Statement of Work, or developed independently of it, including our frameworks, libraries, components, templates, tools, know-how and methods. |
| Business Day                 | a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.                                                                                                                                                |
| Client Materials             | any material you supply to us or direct us to use, including text, images, video, audio, logos, trade marks, data and specifications.                                                                                          |
| Deliverable                  | any item we are to deliver to you under a Statement of Work.                                                                                                                                                                   |
| Fees                         | the amounts payable under a Statement of Work.                                                                                                                                                                                 |
| Intellectual Property Rights | all intellectual property rights, including copyright, trade marks, designs, patents, and rights in circuit layouts, know-how and confidential information, whether registered or unregistered, anywhere in the world.         |
| New IP                       | Intellectual Property Rights created by us specifically for you in performing the Services, excluding Background IP and Third Party Materials.                                                                                 |
| Services                     | the services described in a Statement of Work.                                                                                                                                                                                 |
| Statement of Work            | a proposal and statement of work signed by both parties that identifies these terms.                                                                                                                                           |
| Third Party Materials        | material owned by a third party that is incorporated into or required for a Deliverable, including fonts, stock images, plugins, themes, libraries and hosted services.                                                        |

**1.2 Interpretation.** A reference to legislation includes that legislation as amended or replaced; headings do not affect interpretation; “including” and similar expressions are not words of limitation; a reference to a party includes its successors and permitted assigns; and no rule of construction applies to the disadvantage of a party because that party prepared these terms.

## 2 How these terms apply

- 2.1** These terms apply to each Statement of Work that identifies them. Each Statement of Work, together with these terms, forms a separate agreement between us.
- 2.2** These terms do not by themselves commit either of us to any particular work. The work is described in the Statement of Work.

- 2.3 The version that applies is fixed when you sign.** The version of these terms identified in a Statement of Work applies to that Statement of Work for its whole life. If we publish a later version, it applies only to Statements of Work signed after it is published. We cannot change the terms of a Statement of Work you have already signed except by agreement with you in writing.
- 2.4** If a Statement of Work and these terms are inconsistent, the Statement of Work prevails on the description of the Services, the Deliverables, the Fees and the dates. These terms prevail on everything else, unless the Statement of Work expressly states that it varies a numbered clause of these terms.
- 2.5** Your purchase order terms, terms of trade or other standard terms do not apply, even if we acknowledge or reference a purchase order.

### 3 Our obligations

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- 3.1** We will provide the Services with due care and skill, in a professional manner, and in accordance with the Statement of Work.
- 3.2** We will use reasonable endeavours to meet any dates in a Statement of Work. Unless the Statement of Work expressly states that a date is a firm deadline, dates are estimates.
- 3.3** We may use subcontractors to perform any part of the Services. We remain responsible to you for work performed by our subcontractors.

### 4 Your obligations

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- 4.1** You must:
- (a) provide Client Materials, information, feedback, approvals and access to systems promptly and in the formats we reasonably request;
  - (b) nominate one person with authority to give approvals and instructions, and tell us promptly if that person changes;
  - (c) ensure information you give us is accurate and complete; and
  - (d) obtain and maintain any accounts, licences, subscriptions or third party services required for the Deliverables to operate, unless the Statement of Work says we will do so.
- 4.2** If you do not meet an obligation in clause 4.1 and that delays us:
- (a) any affected dates are extended by the period of the delay, plus a reasonable period to re-mobilise;
  - (b) we may charge you for time we reserved and cannot reasonably reallocate, at the rates in the Statement of Work; and
  - (c) we are not liable for any consequence of that delay.
- 4.3** If the project is suspended at your request, or by your inaction, for more than 30 days, we may treat the current stage as complete, invoice for work performed to that point, and require a **reasonable re-mobilisation fee reflecting our actual costs of resuming the work** before we resume.

### 5 Changes to scope

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- 5.1** Either party may request a change to a Statement of Work.
- 5.2** A change takes effect only when recorded in writing (including by email) and agreed by both parties' nominated representatives. The record must state the change to the Services, the Fees and any dates.
- 5.3** We are not obliged to perform work outside a Statement of Work. If we perform such work at your request before a change is agreed in writing, you must pay for it at the rates in the Statement of Work.

## 6 Acceptance

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- 6.1 When a Deliverable is ready, we will notify you and make it available for review.
- 6.2 You must review it within the Acceptance Period and either accept it, or reject it by notice specifying in reasonable detail how it does not comply with the Statement of Work.
- 6.3 You may only reject a Deliverable for failure to comply with the Statement of Work. A change of preference is a change of scope and is dealt with under clause 5.
- 6.4 If you reject a Deliverable and we agree it does not comply, we will correct it within a reasonable time and resubmit it, and this clause 6 applies again.
- 6.5 A Deliverable is deemed accepted if you do not give a valid rejection notice within the Acceptance Period, or if you use the Deliverable in a live or production environment or for any commercial purpose.

## 7 Fees, invoicing and payment

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- 7.1 You must pay the Fees set out in the Statement of Work.
- 7.2 Unless the Statement of Work says otherwise, we will invoice a deposit on signing, each milestone amount on completion of that milestone, and the balance on completion of the Services and before launch, handover or transfer of any Deliverable to a live environment.
- 7.3 You must pay each invoice within the period stated in the Statement of Work, or 14 days from the date of the invoice if no period is stated.
- 7.4 Expenses agreed in a Statement of Work, and third party costs we incur on your behalf, are payable in addition to the Fees.
- 7.5 If an invoice is overdue:
  - (a) we may charge interest on the unpaid amount at the rate stated in the Statement of Work, calculated daily from the due date until payment;
  - (b) we may, **on 7 days written notice to you**, suspend the Services and withhold Deliverables until the invoice is paid; and
  - (c) you must reimburse our reasonable costs of recovery.
- 7.6 You must pay all invoiced amounts in full without set-off or deduction, except as required by law or in respect of an amount you have disputed in good faith and notified to us in writing.
- 7.7 Suspension under clause 7.5(b) does not limit any other right we have, and dates are extended by the period of suspension.

## 8 GST

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- 8.1 Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- 8.2 All amounts in a Statement of Work are **exclusive of GST** unless expressly stated otherwise.
- 8.3 If we are or become registered for GST and make a taxable supply, you must pay us, in addition to the Fees, an amount equal to the GST payable on that supply, at the same time as the Fees, against a valid tax invoice.
- 8.4 Clause 8.3 applies to supplies made after the date we become registered for GST, whether or not the Statement of Work was signed before that date.

## 9 Intellectual property

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- 9.1 Background IP.** Each party retains ownership of its Background IP. Nothing in these terms transfers Background IP.
- 9.2 New IP.** On our receipt of **all** Fees and other amounts payable in connection with a Statement of Work, ownership of the New IP for that Statement of Work assigns to you. Until then, we own the New IP and you may use it only for review and Acceptance.
- 9.3 Licence of our Background IP.** On that assignment taking effect, we grant you a perpetual, non-exclusive, non-transferable, royalty-free licence to use our Background IP to the extent it is incorporated in a Deliverable, solely to use and operate that Deliverable.
- 9.4 Our licence back.** You grant us a perpetual, non-exclusive, royalty-free licence to use New IP to provide services to our other clients, provided we do not use your Confidential Information or Client Materials in doing so. Nothing in these terms restricts our right to use the skills, know-how and general knowledge we acquire in performing the Services.
- 9.5 Third Party Materials.** Third Party Materials are licensed, not assigned. We will tell you what Third Party Materials are incorporated in a Deliverable and their licence terms. You are responsible for complying with those terms and for any ongoing licence, subscription or renewal fees after handover.
- 9.6 Client Materials.** You retain ownership of Client Materials and grant us a licence to use, reproduce, modify and incorporate them for the purpose of providing the Services.
- 9.7 Portfolio.** We may describe the work and display screenshots of the Deliverables and your name and logo in our portfolio, website, proposals and marketing, unless you tell us in writing that we may not. This clause does not permit us to disclose your Confidential Information.

## 10 Client Materials — your warranty and indemnity

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- 10.1** You warrant that you own, or are validly licensed to use, all Client Materials and have the right to grant the licence in clause 9.6, and that our use of Client Materials in accordance with these terms will not infringe the rights of any person or breach any law.
- 10.2** You indemnify us against all loss, damage, cost and expense (including reasonable legal costs) we incur arising out of a claim that Client Materials, or our use of them in accordance with these terms, infringe the rights of any person, or arising out of a breach of clause 10.1.
- 10.3** We must notify you promptly of any claim to which clause 10.2 relates, take reasonable steps to mitigate the loss, and not settle the claim without your consent. You may take conduct of the defence of the claim on reasonable notice.
- 10.4** The indemnity in clause 10.2 is not subject to the cap in clause 15.2, and is reduced to the extent the loss was caused by our own negligence or breach.

## 11 Confidentiality

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- 11.1** Each party must keep the other's Confidential Information confidential, use it only for the purposes of the agreement, and disclose it only to personnel and subcontractors who need it and who are bound by equivalent obligations.
- 11.2 Confidential Information** means information disclosed by or on behalf of a party that is by its nature confidential or is identified as confidential, but does not include information that is or becomes public other than through a breach; that the recipient already knew free of any obligation of confidence; that the recipient independently develops; or that is required to be disclosed by law, provided the recipient gives reasonable prior notice where lawful.

**11.3** On termination, each party must on request return or destroy the other's Confidential Information, other than copies retained in routine backups or required to be kept by law.

**11.4** This clause survives termination for 3 years.

## **12 Privacy and data**

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**12.1** Each party must comply with the *Privacy Act 1988* (Cth) to the extent it applies to that party.

**12.2** Where a Deliverable collects or handles personal information, **you** are responsible as between the parties for determining what is collected, for the privacy policy and collection notices published on the Deliverable, and for compliance with privacy law in your operation of it.

**12.3** We will take reasonable steps to protect data we hold on your behalf. We are not responsible for the security of any environment, hosting service or third party platform we do not control.

**12.4** After handover, you are responsible for maintaining, patching, updating and securing the Deliverable, unless the Statement of Work provides otherwise.

## **13 Third party services**

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**13.1** Deliverables may depend on third party services and materials, including hosting, domain registration, payment processors, plugins, APIs and libraries.

**13.2** We are not responsible for the availability, performance, security, pricing, terms or discontinuation of any third party service or material, or for any change a third party makes to it.

**13.3** Where we register or hold a domain name, hosting account or third party account for you, we will transfer it to you on request, and in any event on completion of the Services or termination, once all amounts owing have been paid.

## **14 Warranties and defect period**

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**14.1** We warrant that, for 30 days after Acceptance of a Deliverable, it will operate materially in accordance with the Statement of Work. If it does not, we will correct the defect at no charge.

**14.2** Clause 14.1 does not apply to a defect caused by modification of the Deliverable by anyone other than us; by Client Materials or use of the Deliverable other than in accordance with the Statement of Work; by a third party service or material or a change to one; or by your failure to apply an update or patch we recommend.

**14.3** Except as expressly stated in these terms, and subject to clause 15.1, we give no warranties and all warranties, conditions and guarantees implied by law are excluded to the extent permitted.

**14.4** We do not warrant that a Deliverable will be free from all errors, or that it will achieve any particular commercial, search ranking, traffic or revenue outcome.

## **15 Liability**

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**15.1** **Australian Consumer Law.** Nothing in these terms excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified. Where the Australian Consumer Law applies and permits us to limit our liability for a failure to comply with a consumer guarantee in relation to services that are not of a kind ordinarily acquired for personal, domestic or household use, our liability is limited, at our option, to resupplying the services or paying the cost of having the services resupplied.

**15.2** **Cap.** Subject to clauses 15.1 and 15.4, our total aggregate liability arising out of or in connection with a Statement of Work, whether in contract, tort (including negligence), under statute or otherwise, is

limited to the total Fees paid by you under that Statement of Work in the 12 months before the event giving rise to the liability.

**15.3 Excluded loss.** Subject to clauses 15.1 and 15.4, neither party is liable for any indirect or consequential loss, or for loss of profit, revenue, anticipated savings, business opportunity, goodwill, or loss or corruption of data, however arising.

**15.4 Carve-outs.** Clauses 15.2 and 15.3 do not apply to your obligation to pay the Fees; a breach of clause 11; your indemnity under clause 10.2; either party's fraud or wilful misconduct; or liability for personal injury or death.

**15.5 Contribution.** Each party's liability is reduced to the extent the loss was caused or contributed to by the other party.

## 16 Insurance

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**16.1** We will maintain professional indemnity insurance and cyber liability insurance for the term of each Statement of Work, for not less than the sum stated in the Statement of Work.

**16.2** We will provide a certificate of currency on reasonable request.

## 17 Term and termination

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**17.1** Each Statement of Work starts on the date it is signed and continues until the Services are completed or it is terminated.

**17.2 Either party** may terminate a Statement of Work for convenience on 30 days written notice.

**17.3 Either party** may terminate a Statement of Work immediately by notice if the other party commits a material breach that is not remedied within 14 days of notice requiring it to be remedied, or becomes insolvent, has an administrator, receiver or liquidator appointed, or ceases to carry on business.

**17.4** On termination for any reason, you must pay for all Services performed and expenses incurred up to the date of termination and for any work in progress; we will deliver the work in progress as it stands once those amounts are paid; any assignment under clause 9.2 takes effect only if all amounts payable have been paid; and each party must return or destroy the other's Confidential Information under clause 11.3.

**17.5** Clauses 7, 8, 9, 10, 11, 13.3, 15, 17.4 and 19 survive termination.

## 18 Disputes

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**18.1** A party must not start court proceedings about a dispute without first complying with this clause, except for urgent interlocutory relief or to recover an undisputed debt.

**18.2** The party must give the other a notice describing the dispute. The parties' nominated representatives must meet within 10 Business Days and try in good faith to resolve it. If it is not resolved within 20 Business Days of the notice, either party may commence proceedings.

**18.3** Each party must continue to perform its obligations while a dispute is on foot.

## 19 General

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**19.1 Notices.** Notices must be in writing and sent to the addresses or email addresses in the Statement of Work, and are taken to be received on delivery, or on the next Business Day if sent after 5pm.

**19.2 Assignment.** Neither party may assign or novate its rights and obligations without the other's written consent, which must not be unreasonably withheld. We may assign or novate to a related body corporate or an entity under common control with us on written notice to you, **provided the assignment does not**

**materially prejudice you and the assignee assumes all of our obligations.** If an assignment would materially prejudice you, we will seek your consent.

**19.3 Relationship.** The parties are independent contractors. Nothing in these terms creates a partnership, joint venture, employment or agency relationship.

**19.4 Entire agreement.** A Statement of Work and these terms record the entire agreement between the parties about their subject matter and supersede all prior negotiations and representations.

**19.5 Variation.** A variation must be in writing and signed by both parties. Clause 5 applies to variations of the Services, Fees or dates.

**19.6 Waiver, severance and counterparts.** A right is only waived in writing, and a failure or delay in exercising a right is not a waiver. If a provision is unenforceable it is severed and the rest continues. A Statement of Work may be signed in counterparts, including electronically.

**19.7 Governing law.** The law of Queensland governs these terms. Each party submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from them.

*AKAA Evolution Pty Ltd · Standard Terms of Business · Version 1.0, 6 August 2026. These terms are signed by reference in a Statement of Work; there is no separate signature page.*