

TERMS OF SERVICE

Cameron Place — ABN 92 648 006 141

Effective Date: 07 February 2026

1. Introduction

These Terms of Service ("**Terms**") govern the provision of creative, design, consulting, and software development services ("**Services**") by Cameron Place (ABN 92 648 006 141) ("**we**", "**us**", "**our**") to you, the client ("**you**", "**your**", "**Client**").

By engaging our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not engage our Services.

We reserve the right to update these Terms from time to time. Material changes will be communicated to you in writing. Continued engagement of our Services after notification constitutes acceptance of the updated Terms.

2. Services

Cameron Place provides the following categories of Services, which may be engaged individually or in combination:

- **Creative & Design Services** — including but not limited to graphic design, visual branding, user interface design, and related creative deliverables.
- **Consulting Services** — including strategic advice, business consulting, project guidance, and professional mentoring.
- **Software Development Services** — including application development, website development, custom software solutions, and technical implementation.
- **Maintenance & Support Services** — ongoing maintenance, updates, bug fixes, and technical support for software or applications, provided under a separate Maintenance Agreement or Retainer (see Section 12).

The specific scope, deliverables, timelines, and fees for each engagement will be outlined in a written proposal, statement of work, or quotation ("**Proposal**") provided to the Client prior to commencement of work.

3. Engagement & Acceptance

An engagement is formed when:

- (a) You accept a Proposal in writing (including via email); or
- (b) You pay any deposit or initial invoice relating to the Services; or
- (c) You provide explicit verbal or written instruction to proceed with the Services.

Whichever of the above occurs first shall constitute acceptance of the Proposal and these Terms.

4. Fees & Payment

4.1 Pricing

All fees will be specified in the relevant Proposal. Unless otherwise stated, all prices are quoted in Australian Dollars (AUD) and are exclusive of GST. Where Cameron Place is registered for GST, GST will be added to all invoices in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

4.2 Deposits

Where a deposit is required, the amount will be stated in the Proposal. Work will not commence until the deposit has been received in full. Deposits are non-refundable except as expressly set out in Section 7 (Cancellation & Refunds).

4.3 Invoicing

Invoices will be issued in accordance with the schedule outlined in the Proposal. Where no schedule is specified, invoices will be issued upon completion of the Services or at agreed milestones. Payment is due within **14 days** of the invoice date unless otherwise agreed in writing.

4.4 Late Payment

If payment is not received within the specified terms, we reserve the right to:

- Charge interest on the outstanding amount at a rate of 2% per month (or the maximum rate permitted by law, whichever is lower), calculated daily and compounding monthly;
- Suspend or cease all work on the engagement until payment is received;
- Withhold delivery of any completed or in-progress deliverables;
- Recover reasonable costs of debt collection, including legal fees.

5. Client Obligations

To enable us to deliver the Services effectively, you agree to:

- Provide all necessary information, materials, content, and access in a timely manner;
- Designate a single point of contact authorised to give approvals and instructions on your behalf;

- Respond to requests for feedback or approval within a reasonable timeframe (generally within 5 business days, unless otherwise agreed);
- Ensure that any materials provided do not infringe on third-party rights;
- Pay all fees in accordance with the agreed payment terms.

Delays caused by failure to meet these obligations may result in revised timelines and/or additional fees, which will be communicated before being applied.

6. Revisions & Scope Changes

6.1 Included Revisions

The number of revision rounds included in the engagement will be specified in the Proposal. If no number is stated, **two (2) rounds of revisions** are included as standard.

6.2 Additional Revisions

Revisions beyond the included rounds will be quoted separately and must be approved by the Client before work proceeds.

6.3 Scope Changes

If you request changes that fall outside the original scope defined in the Proposal, we will provide a revised Proposal or change order outlining the additional work, fees, and timeline impact. Work on the changed scope will not proceed until the change order is accepted.

7. Cancellation & Refunds

7.1 Cancellation by the Client

You may cancel an engagement at any time by providing written notice. The following terms apply:

- **Deposits are non-refundable.** Deposits compensate Cameron Place for scheduling, preparation, and opportunity cost.
- If cancellation occurs after work has commenced, you are liable for all fees for work completed up to the date of cancellation, plus any non-recoverable third-party costs incurred on your behalf.
- A cancellation fee of **25% of the remaining project value** may apply where cancellation occurs after more than 50% of the project has been completed.

7.2 Cancellation by Us

We may cancel or suspend an engagement if:

- Payment is overdue by more than 30 days;
- The Client breaches a material term of these Terms or the Proposal;
- The Client becomes insolvent or enters administration.

In such cases, all outstanding fees become immediately due and payable.

7.3 Australian Consumer Law

Nothing in this Section excludes, restricts, or modifies any rights or remedies available to you under the *Australian Consumer Law* (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) that cannot be excluded, restricted, or modified by agreement.

8. Intellectual Property

8.1 Ownership of Deliverables

Upon receipt of full payment for the relevant engagement, ownership of the final deliverables (as specified in the Proposal) transfers to the Client, except as set out in Sections 8.2 and 8.3 below.

8.2 Pre-Existing IP & Tools

Cameron Place retains all intellectual property rights in any pre-existing materials, tools, frameworks, templates, code libraries, methodologies, and know-how ("**Background IP**") used in delivering the Services. Where Background IP is incorporated into the deliverables, you are granted a non-exclusive, perpetual, royalty-free licence to use that Background IP solely as part of the deliverables for your internal business purposes.

8.3 Portfolio & Attribution

Unless otherwise agreed in writing, Cameron Place reserves the right to display the work created for the Client in portfolios, case studies, and marketing materials for the purpose of promoting our Services.

8.4 Client-Provided Materials

The Client retains all rights in materials provided to us. You represent and warrant that you have the right to provide such materials and that their use will not infringe any third-party rights. You indemnify us against any claims arising from the use of Client-provided materials.

9. Confidentiality

Each party agrees to keep confidential all information received from the other party that is designated as confidential or that a reasonable person would consider confidential ("**Confidential Information**"). This includes, without limitation, business plans, client lists, pricing, technical specifications, source code, and any proprietary data.

Confidential Information does not include information that:

- (a) Is or becomes publicly available through no fault of the receiving party;
- (b) Was already known to the receiving party without obligation of confidence;
- (c) Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or
- (d) Is required to be disclosed by law, regulation, or court order, provided reasonable notice is given to the disclosing party where permitted.

The obligations under this Section survive termination of any engagement and continue for a period of **three (3) years** from the date of disclosure.

10. Limitation of Liability

10.1 Liability Cap

To the maximum extent permitted by law, the total aggregate liability of Cameron Place arising out of or in connection with the Services, whether in contract, tort (including negligence), statute, or otherwise, shall not exceed the total fees paid by the Client to Cameron Place under the relevant engagement.

10.2 Exclusion of Indirect Damages

To the maximum extent permitted by law, Cameron Place shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of business opportunity, or cost of procurement of substitute services, even if advised of the possibility of such damages.

10.3 Consumer Guarantees

Nothing in these Terms excludes, restricts, or modifies any condition, warranty, right, or remedy implied or imposed by the *Australian Consumer Law* or any other applicable law which cannot be lawfully excluded or limited. If Cameron Place is liable to you under a non-excludable consumer guarantee, our liability is limited (at our option) to the resupply of the Services or the payment of the cost of having the Services resupplied.

11. Dispute Resolution

The parties agree to attempt to resolve any dispute arising out of or in connection with these Terms or any engagement in good faith through the following process:

Step 1 — Negotiation: The parties shall first attempt to resolve the dispute through direct negotiation. Either party may give written notice of a dispute, and the parties shall use reasonable efforts to resolve the matter within 14 days.

Step 2 — Mediation: If the dispute is not resolved within 14 days, the parties agree to submit the dispute to mediation administered by the Australian Disputes Centre (ADC) or another mutually agreed mediation provider. The costs of mediation shall be shared equally.

Step 3 — Legal Proceedings: If the dispute is not resolved through mediation within 30 days of the mediator's appointment, either party may pursue legal proceedings in the courts of the relevant Australian State or Territory.

Nothing in this Section prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

12. Maintenance & Support Retainers

Where Cameron Place provides ongoing maintenance and support for software, applications, or other deliverables, the following additional terms apply:

12.1 Maintenance Agreement

Ongoing maintenance and support services will be governed by a separate Maintenance Agreement or Retainer (“**Maintenance Agreement**”) agreed in writing by both parties. The Maintenance Agreement will specify the scope of support, response times, hours of availability, monthly/annual fees, and any service level commitments.

12.2 Scope of Maintenance

Unless the Maintenance Agreement provides otherwise, standard maintenance includes:

- Bug fixes and error corrections for issues identified in the delivered software;
- Security patches and updates reasonably necessary to maintain the software;
- Minor updates and compatibility adjustments (e.g., browser or OS updates).

Feature enhancements, new functionality, redesigns, and significant changes are not included in standard maintenance and will be quoted separately.

12.3 Retainer Terms

Retainer arrangements typically provide a set number of hours per month at an agreed rate. Unused hours do not roll over to subsequent months unless expressly agreed. Hours exceeding the retainer allocation will be billed at the standard hourly rate or at a rate specified in the Maintenance Agreement.

12.4 Termination of Maintenance

Either party may terminate a Maintenance Agreement by providing **30 days’ written notice**. Upon termination, any outstanding fees for work performed are immediately due and payable. Cameron Place will provide reasonable assistance to facilitate transition to another provider if requested.

13. Warranties & Disclaimers

Cameron Place warrants that:

- The Services will be performed with reasonable care, skill, and diligence in accordance with generally accepted industry standards;
- The deliverables will substantially conform to the specifications agreed in the Proposal.

To the maximum extent permitted by law, all other warranties, representations, and guarantees (whether express, implied, or statutory) are excluded, including any warranties of merchantability, fitness for a particular purpose, or non-infringement.

Software and digital deliverables are provided on an “as-is” basis upon delivery. While we endeavour to deliver software free of material defects, we do not warrant that software will be entirely error-free or uninterrupted.

14. Indemnification

The Client agrees to indemnify, defend, and hold harmless Cameron Place from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of or related to:

- The Client's use of the deliverables after acceptance;
- Any breach of these Terms by the Client;
- Any claim that Client-provided materials infringe the intellectual property or other rights of a third party;
- The Client's failure to comply with applicable laws or regulations.

15. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to natural disasters, pandemics, government actions, war, terrorism, civil unrest, power failures, internet or telecommunications failures, and cyberattacks.

The affected party must notify the other party as soon as practicable and use reasonable efforts to mitigate the impact. If a force majeure event continues for more than 60 days, either party may terminate the affected engagement by written notice.

16. General Provisions

16.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory in which Cameron Place primarily operates. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State or Territory.

16.2 Entire Agreement

These Terms, together with any Proposal, Maintenance Agreement, and any other documents expressly incorporated by reference, constitute the entire agreement between the parties and supersede all prior discussions, negotiations, and agreements relating to the subject matter.

16.3 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be severed to the extent necessary and the remaining provisions shall continue in full force and effect.

16.4 Waiver

A failure or delay by either party to exercise any right under these Terms does not constitute a waiver of that right. A single or partial exercise of a right does not prevent further exercise of that right or any other right.

16.5 Assignment

The Client may not assign or transfer any rights or obligations under these Terms without the prior written consent of Cameron Place. Cameron Place may engage subcontractors to perform parts of the Services, provided that Cameron Place remains responsible for the performance of the Services.

16.6 Notices

All notices under these Terms must be in writing and may be delivered by email to the address provided by each party. A notice is deemed received on the business day after it is sent.

16.7 Relationship of the Parties

Cameron Place is an independent contractor. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

Acceptance

By signing below or by engaging the Services, both parties agree to be bound by these Terms of Service.

Cameron Place (Provider)

Signature: _____

Name: Cameron Place

Date: _____

Client

Signature: _____

Name: _____

Date: _____