ABN 96 474 181 357
Bateau Bay, NSW, Australia

Managed Hosting & AI Chatbot — Service Agreement

Version 5.2 | June 2026

1. Parties and Structure of this Agreement

This Service Agreement ("Agreement") is entered into between **Greenshoots Media** (ABN 96 474 181 357), of Bateau Bay, New South Wales, Australia ("the Provider", "we", "us", "our") and the client identified in the Service Order Form ("the Client", "you", "your").

This Agreement is made up of (a) these terms and (b) the Service Order Form, which records the Client's Bundle, selected Add-ons, fees and billing details. If there is any inconsistency, these terms prevail, except as to the specific commercial details set out in the Service Order Form. This Agreement governs the provision of Managed Hosting and any AI Chatbot, Content Updates or SEO Add-ons the Client selects. One-off project work — website design and build, web applications, native iOS apps, Shopify projects, and email marketing campaigns — is governed by the separate Project Services Agreement.

2. Definitions

"Add-on" means an optional service the Client may add to their Bundle, being the AI Chatbot, Content Updates, or SEO.

"AI Chatbot" means the artificial-intelligence-powered chat widget configured by the Provider, trained on the Client's business information, and embedded on the Client's website for automated customer interaction and lead capture.

"AI Provider" means the third-party artificial intelligence platform the Provider uses to generate AI Chatbot responses (at the date of this Agreement, Anthropic, PBC).

"Bundle" means the Client's plan under the Provider's "Build Your Bundle" pricing model, comprising Managed Hosting (always included as the base of every Bundle) together with any optional Add-ons the Client has selected.

"Knowledge Base" means the structured dataset derived from the Client's website content, documents and other materials, used to inform the AI Chatbot's responses.

"Managed Hosting" means the website hosting, maintenance, security updates, backups and uptime monitoring provided by the Provider as the base of every Bundle.

"Message" means a single AI-generated response delivered by the AI Chatbot to a website visitor. Each visitor question that receives an AI response counts as one Message.

"Personal Information" has the meaning given in the Privacy Act 1988 (Cth).

"Scheduled Maintenance" means planned work on the hosting infrastructure or chatbot platform — such as server updates, security patching, or migrations — that the Provider undertakes to maintain or improve the Service, as distinct from emergency or unplanned work.

"Service" means the services provided under this Agreement, being Managed Hosting and any Add-ons the Client has selected.

"Service Order Form" means the document specifying the Client's Managed Hosting base, the Add-ons selected, the applicable fees, and any other agreed services, which forms part of this Agreement.

3. The Services

3.1 Managed Hosting

Managed Hosting is the base of every Bundle. The Provider will:

a. host the Client's website on the Provider's infrastructure;

b. provision and renew an SSL certificate;

c. take daily backups;

d. monitor uptime, using reasonable efforts to meet the availability target in Section 16;

e. apply regular security updates and patches;

f. set up a business email account; and

g. provide a free, zero-downtime migration of an existing website at onboarding.

3.2 AI Chatbot Add-on

Where the Client has selected the AI Chatbot Add-on, the Provider will:

a. onboard and configure the AI Chatbot, including building a Knowledge Base from the Client's website content and supplied materials;

b. generate a branded chat widget with custom colours, personality, avatar and opening message;

c. provide an embed code for integration into the Client's website;

d. capture leads automatically and notify the Client when a visitor provides contact details during a conversation; and

e. monitor and optimise the AI Chatbot for the duration of the Add-on.

3.3 Content Updates and SEO Add-ons

Where the Client has selected the Content Updates and/or SEO Add-on, the Provider will perform website content updates and/or search engine optimisation work, each within the monthly hours the Client has allocated to that Add-on. These Add-ons are bounded by allocated hours, not by task type — the Client may request any reasonable website or search engine optimisation task. If a requested task cannot be completed within the hours allocated for that month, the remaining work carries over into the following month, or the Client may add hours for the current month so the task can be completed sooner. Unused allocated hours do not accumulate or roll over between months; it is work in progress, not unused time, that carries over.

4. Fees and Billing — Build Your Bundle

4.1 The Bundle Model

The Provider operates a "Build Your Bundle" pricing model. Every Bundle is built on a Managed Hosting base of $15 per month, to which the Client may add any of the optional Add-ons below. The Client's Managed Hosting base, selected Add-ons, total monthly fee and any setup fee are set out in the Service Order Form. All fees are in Australian Dollars (AUD) and inclusive of GST. Add-on pricing at the date of this Agreement is:

a. **AI Chatbot Add-on** — priced by monthly Message allocation: Starter +$15/month (250 Messages), Growth +$30/month (500 Messages), Business +$60/month (1,000 Messages), Pro +$120/month (2,000 Messages), and Scale +$240/month (4,000 Messages).

b. **Content Updates Add-on** — $100 per hour per month (the Client selects 1, 2, or 3 or more hours each month).

c. **SEO Add-on** — $100 per hour per month (the Client selects 1, 2, or 3 or more hours each month).

4.2 Setup Fee

A one-time setup fee of $100 AUD (inc. GST) applies to new Bundles. This flat fee covers initial configuration and onboarding and — where the AI Chatbot Add-on is selected — Knowledge Base construction, chatbot personality engineering, testing and deployment. The setup fee is waived in full for Clients who commit to an annual billing term. The setup fee applies to monthly and quarterly billing terms.

4.3 Payment Terms and GST

a. All fees in this Agreement and the Service Order Form are in Australian Dollars (AUD) and inclusive of GST. Fees are payable in advance on the billing date in the Service Order Form. Monthly plans are billed on the same date each month. Quarterly plans are billed as a single payment every three (3) months, charged at three (3) times the equivalent monthly Bundle fee (no discount applies to quarterly billing). Annual plans are billed as a single payment for the full 12-month period, charged at eleven (11) times the equivalent monthly Bundle fee — that is, twelve (12) months of service with one (1) month free.

b. Payment may be made by credit card, direct debit (BECS), or bank transfer as agreed between the parties and recorded in the Service Order Form.

c. **Advance invoicing.** For monthly and quarterly Clients paying by invoice or bank transfer, the Provider issues each period's invoice approximately halfway through the current period, payable before the next period begins. Annual Clients, and Clients paying by automatic debit, are billed at the start of each term rather than by advance invoice.

d. **One billing term per Bundle.** All Add-ons in a Bundle share a single billing term (monthly, quarterly or annual) and a single billing date. A Client cannot run different Add-ons on different billing terms within the same Bundle.

e. **Hosting-only Bundles.** A Bundle consisting of Managed Hosting with no Add-ons is billed quarterly or annually; monthly billing for a hosting-only Bundle is available only by automatic debit (card or BECS direct debit), or by adding at least one Add-on.

f. The Provider will issue a tax invoice for each payment.

4.4 Changes to Fees

The Provider may change its fees from time to time by giving the Client at least 30 days' written notice. A fee change does not take effect during any period the Client has already paid for, and does not affect the locked pricing of a current annual term. If the Client does not agree to a fee change, the Client may terminate this Agreement, without penalty, before the change takes effect, and the Provider will refund any fees the Client has paid for service not yet provided.

5. AI Chatbot Message Allocations

This Section applies only where the Client has selected the AI Chatbot Add-on.

a. Each AI Chatbot Add-on tier includes a monthly Message allocation as set out in the Service Order Form. Allocations are a guide to expected usage and form the basis for tier pricing. Allocations reset on the first day of each billing period and do not accumulate or roll over between months.

b. **The AI Chatbot is not automatically cut off, throttled, or switched to a fallback response when a Client's monthly Message allocation is reached.** The Provider monitors usage and will contact the Client if their usage consistently exceeds their current tier, to discuss moving to a higher AI Chatbot Add-on tier under Section 8. There are no per-Message overage charges and no Message top-up packs.

c. Separately from monthly allocations, the AI Chatbot applies a **per-visitor hourly limit** (by default, 100 Messages per visitor per hour, identified by hashed IP address) as a technical safeguard against abuse, scripted traffic, or runaway usage from a single source. A visitor who exceeds this limit will receive a brief "try again later" message for the remainder of the hour. This safeguard is not a tier-enforcement mechanism and does not affect other visitors or the Client's monthly allocation.

6. Client Responsibilities

The Client agrees to:

a. provide accurate, lawful and up-to-date content and materials for the website and the Knowledge Base, and hold all rights necessary to do so;

b. keep their domain name registration current, where the domain is registered in the Client's name;

c. keep their billing and contact details current;

d. maintain a privacy policy on their website that discloses the use of an AI chatbot, the collection of visitor information, and the overseas processing described in Section 10;

e. review AI Chatbot responses from time to time and notify the Provider of any inaccuracy; and

f. not misuse the Service (see Section 17).

The Client is responsible for the accuracy and legality of all content and materials it supplies, including pricing, claims and representations the AI Chatbot may make based on that content.

7. Term, Renewal and Termination

7.1 Term

Monthly plans run on a rolling month-to-month basis with no minimum term. Quarterly plans run on a rolling three-month basis, each quarter renewing automatically for a further three-month term unless cancelled under Section 7.3. Annual plans run for a fixed 12-month term from the date of first payment.

7.2 Renewal of Annual Plans

An annual plan renews for a further 12-month term unless either party gives written notice of non-renewal at least 30 days before the anniversary date. At least 30 days before each renewal, the Provider will send the Client a written reminder stating the renewal date and the fees that will apply, so the Client can decide whether to renew.

7.3 Termination by the Client

The Client may terminate a monthly plan at any time by giving 14 days' written notice; the Service continues until the end of the current paid billing period. The Client may terminate a quarterly plan by giving at least 14 days' written notice before the end of the current quarter; the Service continues until the end of that paid quarter and does not renew into the next quarter. Terminating a quarterly plan does not entitle the Client to a refund of the current quarter's fees already paid. The Client may terminate an annual plan with effect from the anniversary date by giving notice under Section 7.2. Terminating an annual plan before the end of its term does not entitle the Client to a refund of fees already paid for that term, except where this Agreement or the law provides otherwise.

7.4 Termination by the Provider

The Provider may terminate this Agreement by written notice if the Client: (a) materially breaches this Agreement and does not remedy the breach within 14 days of written notice; (b) has an account that is more than 30 days overdue; or (c) breaches Section 17 (Acceptable Use).

7.5 Suspension

Instead of terminating, the Provider may suspend the Service (in whole or in part) where the Client's account is overdue or where Section 17 is breached. The Provider will give reasonable notice before suspending, except where immediate suspension is necessary to protect the Service, the Provider, or a third party. The Provider will restore the Service promptly once the cause of suspension is resolved.

7.6 Effect of Termination

a. The Provider will disable any AI Chatbot and remove the embed code.

b. The Client's website data and content will be available for download for 90 days following termination, after which it may be deleted.

c. The Client retains ownership of its website content and design; on request, the Provider will supply the website files in a standard format (HTML, WordPress export, or equivalent).

d. The Provider will provide reasonable assistance to migrate the Client's website to another hosting provider if requested.

e. Accrued rights, and any clause intended by its nature to survive (including Sections 9, 11, 14 and 15), survive termination.

8. Bundle Changes

The Client may add an Add-on, or move to a higher AI Chatbot Add-on tier, at any time. Such upgrades take effect immediately and are prorated for the remainder of the current billing period. The Client may remove an Add-on, or move to a lower AI Chatbot Add-on tier, with effect from the next billing period (the next quarter for quarterly Clients) by providing written notice at least 7 days before the billing date. A downgrade does not entitle the Client

to a refund of fees already paid. Managed Hosting is the base of every Bundle and cannot be removed; ceasing Managed Hosting constitutes termination of this Agreement under Section 7.

9. Intellectual Property

a. The Client owns, and retains ownership of, its website content, website design, business data, brand assets and all materials it provides to the Provider for the Knowledge Base.

b. The Provider owns, and retains ownership of, the chatbot platform, widget code, dashboard software, onboarding tools, and all other proprietary systems and know-how used to deliver the Service.

c. The Knowledge Base derived from the Client's content is created for the Client's exclusive use and will not be shared with, sold to, or used for any other party.

d. The Client grants the Provider a non-exclusive licence to use the Client's business name, logo and brand colours for the purpose of delivering the Service. The Provider may identify the Client as a customer, and use a screenshot of the Client's website, in the Provider's portfolio and marketing materials only with the Client's prior consent, which the Client may withdraw for future use by written request.

10. Data, Privacy and Security

a. The Provider will handle Personal Information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

b. As between the parties, the Client is responsible for the Personal Information of its own customers and website visitors that is collected through the Service. The Provider handles that Personal Information on the Client's behalf for the purpose of delivering the Service. Each party will comply with its own obligations under the Privacy Act.

c. Conversation data and lead information is stored on the Provider's infrastructure. API keys and sensitive credentials are encrypted at rest using AES-256 encryption. The Provider applies reasonable technical and organisational measures to protect data against misuse, loss and unauthorised access.

d. The Provider will not sell the Client's data or the data of the Client's customers, and will not disclose it except (i) to deliver the Service, (ii) to its subcontractors and service providers under Section 12, or (iii) as required by law.

e. **Overseas disclosure.** Delivering the AI Chatbot requires visitor messages and related information to be sent to the AI Provider for processing. The AI Provider and certain other service providers are located outside Australia, including in the United States. This is a cross-border disclosure of Personal Information. The Provider takes reasonable steps to ensure overseas recipients handle Personal Information consistently with the APPs, including by selecting reputable providers that offer enterprise-grade data protection and do not use the data to train their AI models. By entering into this Agreement, the Client consents to this overseas disclosure.

f. The Client must maintain a privacy policy on its website that discloses the use of an AI chatbot, the collection of visitor information, and the overseas disclosure described in Section 10(e).

g. The Provider will notify the Client as soon as practicable, and in any event within 72 hours, of becoming aware of a data breach affecting the Client's data, and will cooperate with the Client on any assessment or notification required under the Privacy Act.

11. Confidentiality

a. Each party will keep confidential all non-public information of the other party disclosed in connection with this Agreement, including business strategies, customer lists, technical information, pricing and financial information ("Confidential Information").

b. Confidential Information may be disclosed only to personnel, contractors or advisers who need it and are bound by equivalent confidentiality obligations, or as required by law.

c. This Section does not apply to information that is or becomes public other than through a breach of this Agreement, or that the receiving party already lawfully held.

d. This Section survives termination of this Agreement for a period of two (2) years.

12. Subcontractors and Third-Party Services

a. The Provider may engage subcontractors and third-party service providers to deliver the Service, including the AI Provider, hosting infrastructure providers, and email service providers.

b. The Provider remains responsible to the Client for the parts of the Service performed by its subcontractors.

c. The Service depends on third-party platforms that the Provider does not control. The Provider is not liable for failures, changes or outages of those third-party platforms, except to the extent of its responsibility under Section 12(b), and Section 18 (Force Majeure) applies to such outages.

13. Warranties and AI Disclaimer

a. Each party warrants that it has the right to enter into this Agreement and that the materials it provides do not infringe the rights of any third party.

b. The Provider will perform the Service with due care and skill.

c. **AI disclaimer.** The AI Chatbot generates responses automatically using artificial intelligence and the Client's Knowledge Base. AI-generated responses may be incomplete, inaccurate, or unsuitable for a particular purpose, and are not professional, legal, financial or other expert advice.

The Provider does not warrant that AI Chatbot responses will be error-free. The Client is responsible for monitoring its AI Chatbot and for the accuracy and legality of the content in its Knowledge Base.

d. Other than as expressly set out in this Agreement, and to the maximum extent permitted by law, all other warranties are excluded. Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law that cannot lawfully be excluded.

Greenshoots Media Generated with Termly.io on 28 April 2026 | Page 3 of 5

14. Limitation of Liability

a. This Section applies subject to Section 14(d) and to the Australian Consumer Law.

b. To the maximum extent permitted by law, the total aggregate liability of each party to the other under or in connection with this Agreement is limited to the total fees paid by the Client under this Agreement in the 12 months immediately before the event giving rise to the liability.

c. To the maximum extent permitted by law, neither party is liable to the other for any indirect, incidental, special or consequential loss, or for loss of revenue, profit, data, goodwill or business opportunity.

d. Nothing in this Agreement limits or excludes liability that cannot be limited or excluded by law, including liability under the Australian Consumer Law, liability for fraud, and liability for personal injury or death caused by a party's negligence. Where the Australian Consumer Law applies and permits, the Provider's liability for failure to comply with a consumer guarantee is limited, at the Provider's election, to re-supplying the affected service or paying the cost of having it re-supplied.

15. Indemnity

a. The Client indemnifies the Provider against liability, loss, damage, cost and reasonable legal expense that the Provider suffers, to the extent it is caused by (i) content or materials the Client provides for the website or Knowledge Base infringing the rights of a third party or breaching the law, or (ii) the Client's use of the Service in breach of Section 17 (Acceptable Use).

b. The Client's liability under Section 15(a) is reduced to the extent the relevant loss was caused or contributed to by the Provider's own breach of this Agreement, negligence or wilful misconduct.

c. The Provider will promptly notify the Client of any claim to which this Section applies, will not settle the claim without the Client's consent (not to be unreasonably withheld), and will give the Client reasonable assistance and control of the defence of the claim.

16. Service Availability and Maintenance

a. The Provider will use commercially reasonable efforts to keep the Managed Hosting and AI Chatbot available 99.5% of the time, measured monthly, excluding Scheduled Maintenance and Force Majeure Events.

b. Scheduled Maintenance will be performed outside of Australian Eastern Standard business hours (9am–5pm AEST, Monday to Friday) wherever possible, with at least 24 hours' notice to the Client. Emergency or unplanned work required to protect the security, stability or integrity of the Service may be carried out without prior notice; the Provider will notify the Client as soon as reasonably practicable.

c. The Provider provides email support between 9am and 5pm AEST, Monday to Friday (excluding NSW public holidays), and will respond to support requests within a reasonable time. Issues affecting the availability or security of the Service are prioritised over routine requests.

17. Acceptable Use

The Client must not use the Service to: break the law; generate or distribute spam, or misleading, defamatory or harmful content; impersonate any person or entity; reverse-engineer, decompile or extract the Provider's proprietary code or systems; artificially inflate Message counts; or collect or store sensitive information (such as payment card numbers, health records or government identifiers) through the AI Chatbot without appropriate safeguards. The Client is responsible for use of the Service by anyone the Client permits to access it.

18. Force Majeure

a. Neither party is liable for any failure or delay in performing its obligations under this Agreement (other than an obligation to pay money already due) where the failure or delay results from a Force Majeure Event.

b. A "Force Majeure Event" means an event beyond the reasonable control of a party, including natural disasters, fire, flood, earthquake; pandemic or epidemic; war, terrorism, civil unrest; government action, sanctions or embargoes; failure of internet, telecommunications or infrastructure not caused by the affected party; outages of third-party service providers (including the AI Provider and hosting infrastructure providers); and power outages.

c. The affected party must promptly notify the other party and use reasonable efforts to mitigate the impact. If a Force Majeure Event continues for more than 60 consecutive days, either party may terminate this Agreement by written notice without liability, and the Provider will refund any fees the Client has paid for service not provided.

19. Dispute Resolution

a. If a dispute arises in connection with this Agreement, the parties will first attempt to resolve it through good-faith negotiation within 14 days of one party notifying the other in writing of the dispute.

b. If negotiation does not resolve the dispute, the parties will refer it to mediation administered by the Australian Disputes Centre (ADC) or another mutually agreed mediator, with the mediator's costs shared equally.

c. If mediation does not resolve the dispute within 30 days, either party may commence legal proceedings in the courts of New South Wales, Australia.

d. Nothing in this Section prevents a party from seeking urgent injunctive relief, and this Section does not apply to the recovery of undisputed overdue fees.

20. General Provisions

20.1 Governing Law

This Agreement is governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

20.2 Entire Agreement

This Agreement, together with the Service Order Form, constitutes the entire agreement between the parties and supersedes all prior discussions, representations and agreements.

20.3 Changes to this Agreement

The Provider may update these terms from time to time and will give the Client at least 30 days' written notice of any change. A change that, on balance, materially reduces the Client's rights or materially increases the Client's obligations or fees takes effect only if the Client accepts it; if the Client does not accept, the Client may terminate this Agreement before the change takes effect and be refunded for service not yet provided. Other (minor) changes take effect at the end of the notice period.

20.4 Assignment

The Client may not assign this Agreement without the Provider's written consent. The Provider may assign or novate this Agreement to a successor of its business on written notice to the Client.

20.5 Notices

All notices under this Agreement must be in writing and delivered by email to the addresses specified in the Service Order Form, and are taken to be received on the next business day.

20.6 Severability

If any provision of this Agreement is found to be invalid or unenforceable, it is severed and the remaining provisions continue in full force and effect.

20.7 Waiver

A failure or delay by a party in exercising a right under this Agreement is not a waiver of that right.

20.8 Relationship of the Parties

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment or agency relationship between them.

21. Execution

By signing below, the parties agree to the terms and conditions set out in this Agreement and the attached Service Order Form.

THE PROVIDER

Greenshoots Media
ABN 96 474 181 357

Signature

Name: **Brad Banks**
Title: **Owner**

Date

THE CLIENT

Signature

Name

Title

Business Name

ABN

Date

Appendix A — Service Order Form

This Service Order Form is attached to and forms part of the Greenshoots Media Service Agreement (Version 5.2).

Client Business Name	
Client Contact Name	
Client Email Address	
Client Phone Number	
Client ABN	
Client Website URL	
Managed Hosting (base — $15/month)	Included
AI Chatbot Add-on Tier	None / Starter / Growth / Business / Pro / Scale
Monthly Message Allocation	
Content Updates Add-on (hours/month)	
SEO Add-on (hours/month)	
Total Monthly Fee (AUD inc. GST)	
Setup Fee (AUD inc. GST)	
Billing Frequency	Monthly / Quarterly / Annual
Payment Method	Auto-debit / Invoice / Direct transfer
Billing Start Date	
Additional Services / Notes	

Client Signature · Date

Provider Signature · Date