GREENSHOOTS MEDIA
AI CHATBOT & MANAGED HOSTING
SERVICE AGREEMENT
Version 4 — March 2026

1. Parties

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 accompanying Service Order Form ("the Client", "you", "your").

This Agreement governs the provision of AI chatbot services and managed website hosting as described herein.

2. Definitions

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

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

"Managed Hosting" means the website hosting infrastructure, maintenance, security updates, backups, and uptime monitoring provided by the Provider as part of the Service.

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

"Service Order Form" means the document specifying the Client's selected plan, pricing, and any additional services, which forms part of this Agreement.

3. Services Provided

3.1 AI Chatbot Service

The Provider will deliver the following AI Chatbot services in accordance with the Client's selected plan:

(a) Initial onboarding and configuration of the AI Chatbot, including scraping and structuring the Client's website content into a Knowledge Base.

(b) Generation of a branded chat widget with custom colours, personality, avatar, and opening message tailored to the Client's business.

(c) Provision of an embed code for integration into the Client's website.

(d) Automatic lead capture and notification when visitors provide contact information during chatbot conversations.

(e) Ongoing chatbot optimisation at the frequency specified in the Client's selected plan.

3.2 Managed Website Hosting

The Provider will deliver the following managed hosting services:

(a) Secure website hosting on shared or performance infrastructure as specified in the Client's plan.

(b) SSL certificate provisioning and renewal.

(c) Regular backups at the frequency specified in the Client's plan (weekly or daily).

(d) Uptime monitoring with reasonable efforts to maintain 99.5% availability, excluding scheduled maintenance.

(e) Security updates and patches at the frequency specified in the Client's plan.

(f) Website content updates as specified in the Client's plan, if applicable.

4. Service Plans and Fees

4.1 Plan Selection

The Client's selected plan, monthly fee, and inclusions are set out in the Service Order Form. Available plans are Starter ($49/month), Growth ($99/month), Pro ($199/month), and Premium ($399/month). All plans include both AI Chatbot and Managed Hosting services.

4.2 Setup Fee

A one-time setup fee applies: Starter $249, Growth $497, Pro $997, Premium $1,497. This covers initial configuration, Knowledge Base construction, chatbot personality engineering, testing, and deployment. The setup fee is waived for Clients who commit to an annual billing term.

4.3 Payment Terms

(a) All fees quoted in this Agreement and the Service Order Form are in Australian Dollars (AUD) and are inclusive of GST. Fees are due in advance on the billing date specified in the Service Order Form. Monthly plans are billed on the same date each month. Annual plans are billed as a single payment for the full 12-month period.

(b) Payment may be made by credit card, direct debit, or bank transfer as agreed between the parties. The Provider reserves the right to charge a late fee of 2% per month on overdue amounts.

(c) The Provider will issue a tax invoice for each payment.

4.4 Price Adjustments

The Provider may adjust fees with 30 days' written notice. Annual plan pricing is locked for the duration of the annual term. If the Client does not accept a price adjustment, they may terminate the Agreement at the end of their current billing period.

5. Message Limits and Overages

(a) Each plan includes a monthly Message allocation as specified in the Service Order Form. As defined in Section 2, a Message is a single AI response. The Provider will notify the Client by email when usage reaches 80% of the monthly allocation.

(b) If the Client exceeds their monthly Message allocation, the chatbot will continue to operate but will display a simplified response encouraging the visitor to contact the Client directly via phone or email. The chatbot will not go offline.

(c) The Client may purchase additional Message top-up packs at the rates specified in their plan. Top-up packs are valid for the current billing month and do not roll over.

(d) Message allocations reset on the first day of each billing period and do not accumulate or roll over between months.

6. Term and Termination

6.1 Term

Monthly plans operate on a rolling month-to-month basis with no minimum commitment. Annual plans operate for a fixed 12-month term from the date of first payment, after which they automatically renew for successive 12-month terms unless terminated.

6.2 Cooling-Off Period

New Clients have a 14-day cooling-off period from the date of first payment. If the Client is not satisfied with the Service within this period, they may cancel for a full refund of the monthly fee. The setup fee is non-refundable, as configuration work begins immediately upon order.

6.3 Termination by Client

(a) The Client may terminate a monthly plan at any time by providing 14 days' written notice. The service will continue until the end of the current paid billing period.

(b) For annual plans, the Client may terminate by providing 30 days' written notice prior to the anniversary date. Early termination of an annual plan does not entitle the Client to a refund of fees already paid.

6.4 Termination by Provider

The Provider may terminate this Agreement immediately if the Client breaches any material term and fails to remedy the breach within 14 days of written notice, if the Client's account is in arrears for more than 30 days, or if the Client uses the Service in a manner that violates the Acceptable Use provisions of this Agreement.

6.5 Effect of Termination

(a) Upon termination, the Provider will disable the AI Chatbot and remove the embed code.

(b) The Client's website data and content will be available for download for 30 days following termination, after which it may be deleted.

(c) If the Client's website was built by or in collaboration with the Provider as part of the managed hosting service, the Client retains ownership of their website content and

design. The Provider will provide the website files in a standard format (HTML, WordPress export, or equivalent) upon request.

(d) The Provider will provide reasonable assistance to migrate the Client's website to another hosting provider if requested, subject to a migration fee of $150 AUD per hour (inc. GST).

7. Intellectual Property

(a) The Client retains all ownership of their website content, website design, business data, brand assets, and any materials provided to the Provider for the purpose of creating the Knowledge Base.

(b) The Provider retains all ownership of the chatbot platform, widget code, dashboard software, onboarding tools, and any proprietary systems 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 by any other party.

(d) The Client grants the Provider a non-exclusive licence to use their business name, logo, and brand colours for the purpose of configuring the chatbot widget and, with prior written consent, for use in the Provider's portfolio and marketing materials.

8. Data, Privacy, and Security

(a) The Provider will handle all personal information collected through the AI Chatbot in accordance with the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

(b) Conversation data and lead information is stored securely on the Provider's infrastructure. API keys and sensitive credentials are encrypted at rest using AES-256 encryption.

(c) The Provider will not sell, share, or disclose the Client's data or their customers' data to any third party, except as required to deliver the Service (for example, transmitting messages to the AI model provider for processing) or as required by law.

(d) The Client is responsible for ensuring their own website includes an appropriate privacy policy that discloses the use of an AI chatbot and the collection of visitor information.

(e) The Provider will notify the Client within 72 hours of becoming aware of any data breach affecting the Client's data.

9. Confidentiality

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

(b) Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party, except to employees, contractors, or advisors who need to know such information and who are bound by equivalent confidentiality obligations.

(c) This obligation of confidentiality survives termination of this Agreement for a period of two (2) years.

10. Indemnification

(a) The Client indemnifies the Provider against any claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or in connection with the Client's content, Knowledge Base data, or the Client's use of the Service in breach of this Agreement.

(b) Without limiting the foregoing, the Client is solely responsible for the accuracy, legality, and appropriateness of all content provided for inclusion in the Knowledge Base, including pricing information, service descriptions, claims, and representations made by the chatbot based on that content.

(c) The Provider will promptly notify the Client of any claim to which this indemnification applies and will provide reasonable cooperation in the defence of such claim.

11. Acceptable Use

The Client agrees not to use the Service for any unlawful purpose, to generate or distribute spam, misleading, defamatory, or harmful content, to impersonate any person or entity, to attempt to reverse-engineer, decompile, or extract the Provider's proprietary code, to exceed reasonable usage patterns designed to artificially inflate Message counts, or to collect or store sensitive information (such as credit card numbers, health records, or government identifiers) through the chatbot without appropriate safeguards.

12. Limitation of Liability

(a) The Provider delivers the AI Chatbot service on a best-efforts basis. While the chatbot is designed to provide accurate and helpful responses based on the Client's Knowledge Base, the Provider does not guarantee that all chatbot responses will be error-free, complete, or suitable for any particular purpose.

(b) To the maximum extent permitted by law, the Provider's total aggregate liability under this Agreement shall not exceed the total fees paid by the Client to the Provider in the 12 months immediately preceding the claim.

(c) The Provider shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of revenue, loss of profits, loss of data, or loss of business opportunity.

(d) Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under Australian Consumer Law.

13. Service Availability

(a) The Provider will use commercially reasonable efforts to maintain 99.5% uptime for both the managed hosting and AI Chatbot services, measured monthly and excluding scheduled maintenance.

(b) Scheduled maintenance will be performed outside of Australian Eastern Standard business hours (9am–5pm AEST) wherever possible, with at least 24 hours' notice.

(c) Service availability is subject to the Force Majeure provisions in Section 14 of this Agreement.

14. Force Majeure

(a) Neither party shall be liable for any failure or delay in performing their obligations under this Agreement where such failure or delay results from a Force Majeure Event.

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

(c) The affected party must promptly notify the other party of the Force Majeure Event and use reasonable efforts to mitigate its impact. If a Force Majeure Event continues for more than 60 consecutive days, either party may terminate this Agreement by written notice without liability.

15. Support Services

The Provider will deliver support services in accordance with the Client's selected plan. Support is available during Australian Eastern Standard business hours (9am–5pm AEST, Monday to Friday) unless otherwise specified. Response times refer to first acknowledgement of a support request, not resolution time.

16. Plan Changes

The Client may upgrade their plan at any time. Upgrades take effect immediately and are prorated for the remainder of the current billing period. The Client may downgrade their plan with effect from the next billing period by providing written notice at least 7 days before the billing date. Downgrades do not entitle the Client to a refund of fees already paid.

17. Dispute Resolution

(a) If a dispute arises in connection with this Agreement, the parties agree to the following resolution process:

(b) The parties shall first attempt to resolve the dispute through good faith negotiation within 14 days of one party notifying the other in writing of the dispute.

(c) If the dispute is not resolved through negotiation, the parties agree to submit the dispute to mediation administered by the Australian Disputes Centre (ADC) or another mutually agreed mediator, with costs shared equally between the parties.

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

18. General Provisions

18.1 Governing Law

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

18.2 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.

18.3 Amendments

The Provider may amend minor terms with 30 days' written notice. Continued use of the Service after the amendment date constitutes acceptance of minor amendments. Material amendments that increase the Client's fees or reduce the service levels specified in the Service Order Form will require the Client's written acceptance before taking effect.

18.4 Severability

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

18.5 Notices

All notices under this Agreement shall be in writing and delivered by email to the addresses specified in the Service Order Form.

19. Execution

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

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.

Field	Details
Client Business Name	
Client Contact Name	
Client Email Address	
Client Phone Number	
Client ABN	
Client Website URL	
Selected Plan	
Monthly Fee (AUD inc. GST)	
Setup Fee (AUD inc. GST)	
Billing Frequency (Monthly / Annual)	
Billing Start Date	
Number of AI Chatbots	
Monthly Message Allocation	
Additional Services / Notes	

Client Signature: _____   Date: _____

Provider Signature: _____   Date: _____