Terms of service

Effective from 11 November 2026

1. About these terms

These terms are set by Automagicae Pty Ltd (ACN 672 194 884, ABN 74 672 194 884), trading as Quantyr ("Quantyr", "we", "us"). They apply when you use www.quantyr.com.au and when you engage us for services or use our products ("you" means you or the organisation you act for).

In these terms, "our products" means the products that we provide ourselves, such as chartreview.

Most engagements also have a proposal, service agreement or data agreement signed by both parties. If a signed agreement conflicts with these terms, the signed agreement applies. Some of our products have their own terms. When you use one of those products, its terms apply.

We may update these terms. The version on this page applies to use of our website and to new engagements. A change does not apply to an engagement that has already started unless both parties agree in writing. We tell existing clients about material changes in writing.

2. Using our website

- The information on this website, including our articles, is general information. It is not legal, financial or professional advice for your situation.
- We work to keep the website accurate and available, but we do not guarantee that it is complete, current or free of errors.
- Links to other websites, such as Cal.com for booking calls, are there for convenience. Those websites have their own terms and privacy policies.

- The content and design of this website belong to us. You may share links to it and quote short extracts with attribution.
- Do not misuse the website. For example, do not try to break its security, interfere with how it works or use the enquiry form to send spam.

3. Our services

3.1 What we do

We design, build, host and support business software, AI tools, integrations and automations. We also provide advisory work and offer software products. The scope, fees, timing and deliverables of each engagement are set out in a proposal or agreement.

We grant Psychfinder Pty Ltd an exclusive licence to provide the PSYCHFINDER software to clinics in Australia under its own terms.

We do not provide medical, legal or financial advice. Our software supports the people who use it. It does not replace their professional judgement.

3.2 Subcontractors and service providers

We may use subcontractors and service providers to deliver our services. We remain responsible for their work. Section 5 applies to any of them that handle your data.

3.3 Fees and payment

- Fees are set out in your proposal or agreement. Unless it says otherwise, fees are in Australian dollars and exclude GST. We add GST where it applies.
- Unless your proposal or agreement says otherwise, invoices are due 14 days after the invoice date.
- If you dispute part of an invoice in good faith, tell us within 7 days of receiving it. Pay the part that is not disputed. We work with you to resolve the rest.
- If an undisputed invoice is more than 14 days overdue, we may pause work after we give you 7 days' written notice. We resume work when the invoice is paid.

4. Your responsibilities

As a client, you are responsible for:

- having the right to give us any information and records you ask us to work with, including any consents and notices that individuals must receive under the Australian Privacy Principles
- giving us accurate and complete information and timely access to the people and systems we need
- making sure qualified people review outputs from our software, including AI outputs, before they are relied on or shared with anyone
- describing in your own privacy policy any use of our software to make, or help make, decisions that significantly affect individuals, as APPs 1.7 to 1.9 of the Privacy Act 1988 (Cth) require
- keeping your own systems, accounts and passwords secure
- complying with the laws that apply to your use of our services, including the Privacy Act 1988 (Cth)

5. Data and privacy

- You own the data you give us and the personal information we process for you.
- We use it only to deliver the services in our agreement, as section 3.5 of our privacy policy describes. We do not use it for our own purposes, including to train AI models, unless you agree in writing.
- Client project data is stored and processed in Australia by default. We use a service that stores or processes your data outside Australia, including an AI model provider, only if you agree in writing.
- If we become aware of a data breach that affects your data, we tell you promptly, or within any shorter time your agreement sets.
- Detailed terms on data ownership, location, retention and permitted use are in the data agreement for each engagement.

We handle personal information in line with the Australian Privacy Principles. Our privacy policy explains how.

6. Intellectual property

6.1 Your intellectual property

Your data, documents and materials remain yours.

6.2 Software we build for you

Ownership of the software and other deliverables we create for you is set out in your proposal or agreement. Unless it says otherwise, you own the software we write specifically for you once you have paid for it in full.

6.3 Our intellectual property

Our platform, tools, libraries, models, templates, methods and products (as section 1 defines them) remain ours. This includes anything we developed before or outside your engagement. Where a deliverable relies on them, we grant you a non-exclusive, non-transferable licence to use them with that deliverable, on the terms in your agreement.

7. AI outputs and limitations

- Some of our software uses artificial intelligence (AI), including large language models. AI outputs can contain errors, omissions or inaccuracies.
- A qualified person must review AI outputs before they are relied on. Our software is not designed to make decisions about people on its own.
- We do not guarantee that AI outputs are complete, accurate or suitable for a particular purpose without that review.
- On request, we give you a plain description of the kinds of personal information our software uses and the outputs it produces. You can use it to meet your own obligations, including under APPs 1.7 to 1.9.
- We may update or replace the AI models in our software to improve it. We tell clients about material changes to the models used in their engagement. We tell you before a change sends your data to a new provider. A change that sends it outside Australia needs your written agreement (section 5).

8. Confidentiality

Each party must keep confidential the information it receives from the other in connection with an engagement. This does not apply to information that:

- is or becomes public, other than through a breach of these terms
- the receiving party already had or developed independently
- the receiving party lawfully receives from someone else who owes no duty of confidence

A party may disclose confidential information when the law requires it. Where the law allows, it must tell the other party first.

This obligation continues after the engagement ends. Your agreement may include more detailed confidentiality terms.

9. Security

We take reasonable technical and organisational steps to protect the information we handle, in line with APP 11. Our privacy policy describes these steps. The security measures for each client system are agreed with that client.

10. Limitation of liability

- To the extent the law allows, each party's total liability under or in connection with these terms and any engagement is limited to the fees paid or payable under that engagement in the 12 months before the event that gave rise to the liability. This limit does not apply to your obligation to pay our fees.
- Our total liability for breach of confidentiality, or for a notifiable data breach caused by our failure to meet our security obligations, is limited to three times the amount in the first point.
- Neither party is liable for loss of profit, revenue, savings, goodwill or opportunity, or for any indirect or consequential loss.
- Each party's liability is reduced to the extent that the other party caused or contributed to the loss. This includes loss caused by relying on outputs from our software without appropriate human review, by errors in the information or

records you provided or by your failure to meet your obligations under these terms, your agreement or the law.

- These limits do not apply to liability for fraud, wilful misconduct, death or personal injury.
- Where our services are not of a kind ordinarily acquired for personal, domestic or household use, our liability for failing to meet a consumer guarantee is limited, where the law allows, to supplying the services again or paying the cost of having them supplied again.
- Nothing in these terms excludes or limits rights or liability that cannot be excluded or limited by law, including under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)).

11. Indemnity

You indemnify us against any loss, damage, cost or expense (including reasonable legal costs) arising from a third-party claim, to the extent the claim is caused by:

- your breach of these terms or of the law
- your failure to obtain consents or give notices required for the information you give us
- your use of outputs from our software without appropriate human review

We indemnify you against any loss, damage, cost or expense (including reasonable legal costs) arising from a third-party claim, to the extent the claim is caused by:

- our breach of these terms or of the law
- a claim that software we wrote specifically for you infringes someone else's intellectual property

The limits in section 10 apply to these indemnities.

12. Ending an engagement

- These terms apply for as long as an engagement continues.

- Either party may end an engagement as its agreement allows.
- Either party may also end an engagement by written notice if the other party materially breaches it and does not fix the breach within 30 days of written notice. Either party may also end it by written notice if the other party becomes insolvent.
- When an engagement ends, you pay for work done up to the date it ends.
- Your data is returned or deleted as your data agreement sets out. If no agreement covers this, you can ask for a copy of your data within 30 days after the engagement ends. We give it to you in a common format. We then delete it within 60 days after the engagement ends, including from our backups, unless the law requires us to keep it.
- Clauses that by their nature continue after an engagement ends stay in force. These include confidentiality, intellectual property, limitation of liability and indemnity.

13. Disputes

- If a dispute arises, the parties first try to resolve it by negotiating in good faith for 14 days after written notice.
- If that does not resolve it, either party may refer the dispute to mediation administered by the Resolution Institute (or its successor), held in Brisbane, Queensland. Each party pays its own costs and half of the mediator's fees.
- If mediation does not resolve the dispute within 28 days of referral, either party may start court proceedings.
- Nothing in this clause stops a party from seeking urgent injunctive or interlocutory relief.

14. General

14.1 Governing law

These terms are governed by the laws of Queensland, Australia. The courts of Queensland have exclusive jurisdiction.

14.2 Severability

If a provision of these terms is invalid or unenforceable, it is severed. The rest of these terms continue to apply.

14.3 Entire agreement

These terms, together with any proposal, service agreement, data agreement, non-disclosure agreement or other agreement signed by the parties, form the entire agreement on their subject matter.

14.4 Assignment

Neither party may assign its rights or obligations under these terms without the other party's written consent. Consent must not be unreasonably withheld. We may assign ours to a related company or to a buyer of our business by giving you written notice. If you object, you may end the engagement within 30 days of that notice without penalty.

14.5 Waiver

A failure or delay in exercising a right under these terms is not a waiver of that right.

14.6 Notices

Notices under these terms must be in writing. Email is enough. We send notices to the email address you last gave us. Send notices to us at contact@quantyr.com.au.

14.7 Events outside a party's control

Neither party is liable for a delay or failure caused by an event outside its reasonable control, such as a natural disaster or a major outage at a third-party provider. The affected party must tell the other party promptly. It must also do what it reasonably can to reduce the effect. This clause does not excuse an obligation to pay.

14.8 Relationship

Each party is an independent contractor. These terms do not create a partnership, joint venture or employment relationship.

15. Contact

For questions about these terms, email contact@quantyr.com.au.