

TERMS OF SERVICE

Entity: AARON THOMAS PARTON (ABN 30 520 399 153),
trading as "Mycelium AI"

Effective Date: 6 April 2026

1. Definitions

- 1.1. "Mycelium AI", "we", "us", "our" means AARON THOMAS PARTON (ABN 30 520 399 153), trading as Mycelium AI.
- 1.2. "Client", "you", "your" means the person or entity receiving the Services.
- 1.3. "Services" means AI and automation consulting, website design and development, landing pages, domain registration and management, hosting and maintenance, search engine optimisation (SEO), paid advertising management (including Google Ads and Meta Ads), CRM setup and automation, systems design, implementation, integration, testing, documentation, training, support, and related professional services described in a Proposal, SOW, or written instructions agreed by the parties. Without limitation, the Services may include any of the following:
- (a) Tier 1 - Landing Pages & Email Automation: Design and build of landing pages, email capture forms, and email automation sequences.
 - (b) Tier 2 - CRM & Workflow Automation: Setup and configuration of Google Sheet CRM systems and n8n automation workflows.
 - (c) Tier 3 - SEO Improvements: On-page and technical search engine optimisation, keyword research, content recommendations, and performance reporting.
 - (d) Tier 4 - Paid Advertising Management: Setup, management, and optimisation of paid advertising campaigns on Google Ads and/or Meta (Facebook/Instagram) Ads platforms.
 - (e) Tier 5 - Custom Web Apps & Large Automations: Design, development, and deployment of custom web applications and complex automation systems.
 - (f) Monthly Hosting & Maintenance: Ongoing website hosting, software updates, security monitoring, backups, and general maintenance.
 - (g) Domain Management: Registration, renewal, DNS configuration, and management of domain names on the Client's behalf.

The specific Services for each engagement will be set out in the applicable Proposal/SOW.

- 1.4. "Deliverables" means outputs produced specifically for the Client under a Proposal/SOW (e.g., websites, landing pages, workflows, configurations, code written for the Client, documentation).
- 1.5. "Client Materials" means data, content, credentials, systems, and other materials you provide or grant access to.
- 1.6. "Tools & Pre-Existing IP" means our pre-existing know-how, templates, libraries, prompts, connectors, scripts, models, processes and internal tools (including improvements and general learnings).
- 1.7. "Third-Party Services" means platforms and vendors integrated or used to deliver the Services (e.g., n8n, Google/Microsoft, OpenAI/Anthropic/Google/AWS models, Calendly, Stripe, CRMs, domain registrars, hosting providers, Google Ads, Meta Ads).
- 1.8. "Confidential Information" has its usual meaning and includes non-public business, technical, and security information.

2. Agreement and Order of Precedence

- 2.1. These Terms apply to all Services. A signed or accepted Proposal/SOW (including email acceptance) prevails over

these Terms to the extent of any inconsistency.

2.2. If you access or use Third-Party Services, your use is also governed by those providers' terms and policies.

3. Services, Scope and Changes

3.1. We will perform the Services with due skill and care, in a professional manner, and in accordance with applicable laws.

3.2. The scope, milestones, assumptions, and pricing appear in the Proposal/SOW.

3.3. Change Requests: Any request outside the agreed scope may require a change order with revised fees/timelines. We will not proceed with out-of-scope work without your written approval.

4. Client Obligations

4.1. Provide timely access to Client Materials, personnel, systems, credentials, and decisions. Delays caused by the Client in providing materials, feedback, or approvals may extend delivery timelines and do not entitle the Client to any remedy or discount.

4.2. Ensure Client Materials are accurate, complete, and lawful to use, and that you have obtained all necessary consents and notices (including for your end-users).

4.3. Security cooperation: follow reasonable security instructions (e.g., creating dedicated service accounts, enabling MFA, rotating credentials).

4.4. You are responsible for the acts and omissions of your personnel and your vendors.

4.5. The Client is solely responsible for maintaining independent backups of all Client Materials, content, and data. While we take reasonable care, we are not liable for any loss of data due to Third-Party Service failures, hosting outages, or other events beyond our control.

5. Credentials and Security

5.1. Credentials (API keys, usernames, passwords) must be supplied via secure channels we specify. Do not send credentials via plain email or unsecured chat.

5.2. We will store credentials using reasonable safeguards (e.g., vaulting and restricted, role-based access) and will use them solely to deliver the Services.

5.3. On termination or upon request, we will delete or return credentials within a reasonable period, subject to legal holds and backups.

6. Third-Party Services and AI Features

6.1. The Services may rely on Third-Party Services. You authorise us to provision, configure, and interact with such services on your behalf to the extent required for the Services.

6.2. Third-Party Services are not under our control. We do not guarantee their availability, performance, outputs, or data handling beyond what those providers state. Downtime, outages, API changes, or discontinuation of Third-Party Services are not a breach of these Terms.

6.3. AI Outputs: AI systems may produce inaccurate or incomplete outputs. You are responsible for reviewing outputs and making final decisions. We do not provide legal, financial, or regulatory advice unless expressly stated in writing.

6.4. We are not liable for any loss, claim, or damage arising from the Client's reliance on AI-generated outputs without independent verification.

7. Data Protection and Privacy

7.1. Each party will comply with applicable privacy laws. Our Privacy Policy (available at www.myceliumai.com.au, as updated from time to time) describes our practices when acting as controller.

7.2. Where we process your end-user personal information to deliver the Services, we act as your processor and will process such data only on your lawful instructions.

7.3. AI Training: We will not permit Third-Party foundation model providers to train their models on your data by default. Any internal improvements we make will use anonymised or aggregated data unless otherwise agreed in writing.

7.4. International transfers may occur; we will use reasonable safeguards with reputable vendors.

8. Intellectual Property

8.1. Tools & Pre-Existing IP: We retain all right, title and interest in Tools & Pre-Existing IP, including any improvements or general learnings arising from the Services.

8.2. Deliverables Ownership: Subject to full payment of all fees and expenses, we assign to you all IP rights in the Deliverables created specifically for you under the applicable Proposal/SOW. For website builds, upon full payment the Client owns the website design, content, and domain. Hosting infrastructure and automation workflows using our Tools & Pre-Existing IP are licensed, not assigned.

8.3. Licence Back to Us: You grant us a non-exclusive, royalty-free licence to use Client Materials solely to perform the Services.

8.4. Portfolio and Marketing Use: We may reference your name, logo, and non-confidential project descriptions in credentials, portfolio, and marketing materials (including our website). The Client consents to our use of their business name, logo, and paraphrased testimonial or endorsement on our website and marketing channels. The Client may withdraw this consent at any time by written notice, and we will remove such materials within a reasonable period.

9. Fees, Expenses and Payment

9.1. Fees are as stated in the Proposal/SOW (time-and-materials or fixed). Unless specified otherwise, amounts are in AUD. Mycelium AI is not currently registered for GST. If Mycelium AI becomes registered for GST in the future, GST will be added to fees from the date of registration and the Client will be notified in writing.

9.2. Invoices are payable within 14 days of issue. We may charge late fees or interest at the maximum rate permitted by law on overdue amounts.

9.3. We may suspend work for non-payment after giving reasonable notice. Suspension does not relieve the Client of the obligation to pay outstanding fees.

9.4. Reasonable out-of-pocket expenses and Third-Party Service charges (e.g., usage-based LLM fees, domain registration fees, hosting charges, advertising spend) will be passed through if approved in the Proposal/SOW or pre-approved in writing.

9.5. Monthly service fees (including hosting, maintenance, SEO management, and advertising management) are billed via recurring Stripe subscription. The Client authorises recurring charges to their nominated payment method when subscribing. Subscription amounts and billing frequency will be set out in the applicable Proposal/SOW or subscription confirmation.

9.6. Fees are non-refundable once work has commenced, except where we have materially failed to deliver the agreed Services.

10. No Guarantee of Results

10.1. SEO Services: Search engine rankings depend on factors outside our control (algorithm changes, competitor activity, domain authority, content quality). We do not guarantee specific rankings, traffic levels, or search positions. We will use industry best practices and provide transparent reporting.

10.2. Advertising Services: Paid advertising results depend on factors including ad spend, market conditions, competition, audience behaviour, and platform algorithm changes. We do not guarantee specific conversion rates, click-through rates, cost-per-acquisition, or return on ad spend. We will optimise campaigns using best practices and provide regular performance reports.

10.3. Website Performance: Website speed, uptime, and availability depend on Third-Party hosting and infrastructure providers. We will configure hosting for reasonable performance but do not guarantee uninterrupted uptime.

11. Acceptance and Testing

11.1. Where Deliverables are subject to acceptance testing, the Proposal/SOW will specify criteria and an acceptance period.

11.2. Deliverables will be deemed accepted on the earlier of: (a) your written acceptance; (b) your production use; or (c) the end of the acceptance period without a written rejection describing material defects.

12. Warranties and Disclaimers

12.1. We warrant that we will perform the Services with due skill and care.

12.2. Except as expressly set out, the Services, Deliverables and any AI outputs are provided "as is". We disclaim all other warranties (including merchantability, fitness for a particular purpose, non-infringement, uninterrupted or error-free operation).

12.3. You are responsible for verifying AI outputs and ensuring final configurations meet your regulatory and business requirements.

12.4. We do not warrant that Third-Party Services will remain available, unchanged, or compatible. Changes to Third-Party platforms may require additional work at additional cost.

13. Liability

13.1. To the maximum extent permitted by law, neither party is liable for indirect, special, incidental, consequential, punitive, exemplary, or loss of profit, revenue, goodwill, or data.

13.2. Our aggregate liability arising out of or in connection with the Services is capped at the greater of: (a) the fees actually paid by you for the specific portion of the Services giving rise to the claim in the 6 months preceding the event; or (b) AUD \$5,000.

13.3. Nothing excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

13.4. The Client acknowledges that the fees charged reflect the allocation of risk in these Terms, including the limitations and exclusions of liability. Higher liability caps may be agreed in a SOW for an additional fee.

14. Indemnities

14.1. Client Indemnity: You indemnify us from and against all losses, claims, damages, costs, and expenses (including reasonable legal fees) arising from: (a) your breach of these Terms; (b) claims that Client Materials or your instructions infringe third-party rights or violate law; (c) your misuse of the Services or AI outputs; (d) claims relating to your failure to obtain lawful consents/notices for end-user data; (e) any claim by a third party arising from the Client's use of Deliverables in a manner not contemplated by the Proposal/SOW; and (f) any claim arising from the Client's advertising campaigns, including claims of misleading or deceptive conduct, where the advertising content was provided or approved by the Client.

14.2. Our Indemnity: We will indemnify you for third-party claims that the Deliverables (excluding Client Materials and Third-Party Services) infringe Australian IP rights, provided you promptly notify us, allow us control of the defence, and

cooperate. Our obligations do not apply to combinations not supplied by us, modifications not made by us, or use beyond the agreed scope. Our remedies may include modification, replacement, or a refund of the fees paid for the affected Deliverable.

15. Confidentiality

15.1. Each party must keep the other's Confidential Information secret and use it only for the Services, except to the extent disclosure is required by law or to professional advisers bound to confidentiality.

15.2. We will apply reasonable administrative, technical, and organisational safeguards to protect your Confidential Information.

16. Subcontractors

16.1. We may use subcontractors and contractors. We remain responsible for their performance and will ensure they are bound by confidentiality and appropriate data-processing obligations.

16.2. Access will be restricted on a need-to-know basis.

17. Term, Termination and Suspension

17.1. These Terms commence on the Effective Date and continue until terminated.

17.2. Either party may terminate a Proposal/SOW for material breach not remedied within 14 days of written notice.

17.3. Either party may terminate immediately if the other becomes insolvent.

17.4. On termination: (a) you must pay all fees due for Services performed up to the termination date; (b) we will cease work and, upon request, deliver completed or in-progress Deliverables on a time-and-materials basis; (c) each party will return or delete the other's Confidential Information within a reasonable period, subject to legal holds and backups.

17.5. Monthly services (including hosting, maintenance, SEO management, and advertising management) may be terminated by either party with 30 days' written notice. Email to the other party's last notified email address is acceptable written notice for this purpose.

17.6. If the Client terminates for convenience (i.e., not for our breach), fees for work completed and expenses incurred up to termination are non-refundable.

18. Domain Management

18.1. Where we register or manage domain names as part of the Services, domains are registered and managed by Mycelium AI on the Client's behalf. The Client is the beneficial owner of any domain registered for them.

18.2. On termination of the Services or upon the Client's written request, Mycelium AI will initiate transfer of the domain to the Client (or to the Client's nominated registrar) at no additional cost within 14 business days, provided all outstanding fees have been paid.

18.3. The Client is responsible for maintaining accurate registrant contact details. Mycelium AI will notify the Client of upcoming domain renewals in reasonable time. If the Client does not respond to renewal notices, Mycelium AI is not liable for domain expiry or loss.

19. Data Return, Retention and Destruction

19.1. Upon project close or termination, and upon your written request, we will return or delete Client Materials and credentials within a reasonable period, subject to legal, accounting, and backup retention.

19.2. Retention periods and deletion windows may be further detailed in the Privacy Policy or a data processing schedule.

20. Non-Solicitation

20.1. During the Services and for 6 months thereafter, you will not solicit for employment any of our personnel directly involved in delivering the Services, except via a general public job ad.

21. Force Majeure

21.1. Neither party is liable for delays or failures caused by events beyond reasonable control (including outages of Third-Party Services, internet disruptions, changes to platform APIs, natural disasters, pandemics, or government actions), provided the affected party uses reasonable efforts to mitigate.

22. Dispute Resolution and Governing Law

22.1. The parties will first try to resolve disputes by good-faith negotiation between senior representatives. If unresolved within 20 days, either party may refer the dispute to mediation in Western Australia.

22.2. These Terms are governed by the laws of Western Australia, and the parties submit to its courts.

23. General

23.1. Entire Agreement: These Terms plus any Proposal/SOW constitute the entire agreement.

23.2. Assignment: Neither party may assign without the other's consent, except to a successor in interest.

23.3. Variations: Changes must be in writing.

23.4. Severability: If a provision is unenforceable, the remainder remains effective.

23.5. Notices: By email to the addresses last notified.