

Client Service Terms and Conditions

Contractual terms for Integral Mind services

Legal entity

Integral Media Pty Ltd trading as Integral Mind
ABN 19 614 262 930

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These Terms and Conditions govern the supply of services by Integral Media Pty Ltd (ABN 19 614 262 930) trading as Integral Mind (Integral Mind, we, us or our).

When a proposal, statement of work, order form or other written engagement document refers to these Terms, that document and these Terms form the agreement between Integral Mind and the client identified in that document. Please read them before accepting a proposal, instructing us to start work or using our services.

A proposal or statement of work sets the commercial and technical detail for an engagement. If there is an inconsistency, the document with the higher priority under section 3 prevails.

1. Definitions and interpretation

In these Terms, unless the context requires otherwise:

Agreement means these Terms together with each applicable Engagement Document and any document expressly incorporated into them.

Background IP means intellectual property owned, developed or acquired by a party independently of the relevant engagement, including reusable tools, templates, methods, software and know-how.

Business Day means a day other than a Saturday, Sunday or public holiday in Victoria, Australia.

Client, you or your means the person or entity identified as the client in the applicable Engagement Document.

Client Data means data, records and information supplied by or on behalf of the Client, or accessed, collected or generated for the Client, in connection with the Services.

Client Materials means content, documents, systems, software, branding and other materials supplied or made available by or on behalf of the Client.

Confidential Information means (a) the terms of the Agreement and negotiations relating to it; (b) any non-public information received, accessed, acquired, observed or learned by or on behalf of one party from or about the other party or its business; (c) commercial, strategic, technical, financial, operational, security, product, customer, personnel, methodology, data, know-how or proprietary information; (d) Client Data; (e) Integral Mind Materials; and (f) information which, by its nature or the circumstances of its disclosure, would reasonably be understood to be confidential, whether or not reduced to tangible form or marked confidential. In the case of Integral Mind, Confidential Information includes information relating to Integral Media Pty Ltd, Integral Mind and any business carried on by Integral Media Pty Ltd.

Deliverables means the outputs expressly identified as deliverables in an Engagement Document.

Engagement Document means an accepted proposal, statement of work, order form, service schedule or other written engagement document agreed by the parties.

Fees means the fees, charges and approved expenses payable under an Engagement Document.

Integral Mind, we, us or our means Integral Media Pty Ltd (ABN 19 614 262 930) trading as Integral Mind.

Integral Mind Materials means all methodologies, frameworks, scoring systems, assessment logic, evaluation criteria, playbooks, templates, prompts, workflows, tools, software, code, automations, models, algorithms, processes, techniques, know-how, architecture, documentation and other intellectual property owned, developed or used by Integral Media Pty Ltd, including under the Integral Mind business name, whether developed before, during or independently of an engagement.

Services means the services described in an Engagement Document, including the applicable Deliverables.

Terms means these Client Service Terms and Conditions, as updated in accordance with section 21.

Third-Party Products means cloud services, software, models, APIs, datasets and other products or services supplied by a third party.

Headings are for convenience only. The words including and includes are not limiting. The singular includes the plural and vice versa. A reference to writing includes email and other electronic communication capable of being retained. A reference to a law includes amendments and replacement legislation.

Unless otherwise stated, a reference to a Business Day means a day other than a Saturday, Sunday or public holiday in Victoria, Australia.

Where an obligation must be performed within a specified number of Business Days, it must be performed by 5:00 pm Melbourne time on the last Business Day of that period.

A notice or communication received after 5:00 pm Melbourne time, or on a day that is not a Business Day, is taken to be received at 9:00 am Melbourne time on the next Business Day.

2. Parties and application

Integral Mind is a registered business name used by Integral Media Pty Ltd. Integral Mind is not a separate legal entity. Any Agreement entered into under the Integral Mind name is an Agreement with Integral Media Pty Ltd.

The Agreement begins when you sign or otherwise accept an Engagement Document, instruct us to commence after receiving it, or use Services supplied under it. Electronic acceptance and acceptance by an authorised representative are valid.

3. Agreement and order of priority

If documents are inconsistent, the following order applies: (a) a signed variation; (b) any data processing, security or service schedule expressly stated to override another document; (c) the Engagement Document; and (d) these Terms. A document prevails only to the extent of the inconsistency.

Terms in a purchase order or other Client document do not apply unless we expressly agree to them in writing.

4. Services and scope

We may provide AI readiness assessments, AI and data strategy, governance and policy services, AI agent development, workflow automation, AI product development, managed AI services, training and workshops, and related advisory, implementation and support services.

The included Services, deliverables, assumptions, dependencies, milestones, fees and any service levels are those stated in the Engagement Document. Anything not stated as included is outside scope.

We will perform the Services with due care and skill. We may use suitably qualified personnel and subcontractors, but remain responsible for the Services we are required to provide.

Service-specific application

The following provisions apply when the corresponding service is included in an Engagement Document:

AI Readiness Assessment (Discover)

An Assessment is a point-in-time review based on the people, workflows, systems, data samples and information made available within scope. Opportunity scores, investment ranges, timelines and projected benefits are estimates based on stated assumptions. An Assessment does not include implementation, exhaustive technical testing or certification unless the Engagement Document expressly includes it. Findings, scores and recommendations are based on the evidence reasonably available within the agreed scope. Where evidence is unavailable, incomplete, inconsistent, unreliable or incapable of verification, we may qualify a finding, reduce the confidence attributed to it, defer a conclusion, identify the matter as an assumption or limitation, or recommend further investigation. An Assessment may recommend that an opportunity proceed, be tested, require preparatory or foundational work, be deferred, or not proceed. We do not guarantee that an Assessment will identify an immediately implementable or commercially viable AI opportunity.

AI Strategy & Roadmap (Plan)

A strategy or roadmap is advisory and depends on the Client's priorities, budgets, capabilities, data readiness and other stated assumptions. It does not commit either party to implement a recommended initiative. Implementation, procurement and realised outcomes require separate approval and, unless expressly included, a separate Engagement Document.

Data Strategy & Foundations (Plan)

Data work is limited to the systems, datasets, samples and access identified in scope. The Client remains responsible for data ownership, classification, quality and lawful use. Remediation, migration, integration builds, penetration testing, legal advice and security certification are excluded unless expressly included.

AI Governance & Policy (Plan)

Governance frameworks, policies, registers and playbooks are operational advisory materials based on the information and legal or regulatory context available at the time. They are not legal advice, regulatory approval or certification. The Client is responsible for formal adoption, implementation, staff compliance, periodic review and obtaining specialist legal or regulatory advice where needed.

AI Agent Development (Build)

The agent's approved use case, inputs, tools, permissions, actions, evaluation criteria, escalation paths and human approval points must be recorded in the Engagement Document or agreed design artefacts. The Client must approve system access and action authority. A material expansion of autonomy, data access or use case is a scope change and may require additional risk review and testing.

Workflow Automation (Build)

Automation is designed for the agreed process, business rules, integrations and exception paths. The Client must validate those rules, permissions, test cases and approval controls before production use. Changes to the underlying process, data format, API or third-party system may require retesting, reconfiguration and an agreed scope change.

AI Product Development (Build)

Product development is limited to the feature, users, environments, acceptance criteria and release responsibilities stated in the Engagement Document. A prototype or pilot is not a production warranty. Hosting, scaling, security operations, user support and post-release maintenance are included only if expressly stated. The Client remains responsible for product decisions and required user notices, consents and terms.

Managed AI Services (Operate)

Managed Services apply only to the systems, environments, operating hours, metrics, support activities and service levels identified in the Engagement Document. Continuous or 24-hour monitoring, guaranteed resolution times, feature development and support for out-of-scope systems are not included unless expressly stated. Planned maintenance and agreed exclusions for Client or third-party incidents apply to service-level measurement.

Training & Workshops (Operate)

Training is educational and does not constitute legal, financial, employment, clinical, cybersecurity or other regulated professional advice. Delivery format, participant numbers, customisation and follow-up support are as stated in the Engagement Document. Unless otherwise agreed, training materials are licensed for the Client's internal use and may not be recorded, resold or publicly distributed.

5. Scope changes

Either party may request a change to the scope, timing, assumptions, deliverables, resourcing or dependencies of an engagement.

We are not required to commence changed or additional work until the parties agree in writing on any resulting changes to scope, Fees, Third Party Costs, expenses, timing, assumptions or responsibilities.

A party requesting a material change must provide sufficient information to allow the impact of the change to be assessed. We will use reasonable efforts to provide or request any required change proposal within 5 Business Days after receiving sufficient information about the proposed change.

Any scope change, additional review, Client delay, incomplete or inaccurate information, changed assumption or dependency may result in additional Fees, Third Party Costs or expenses. We will notify you of any material additional charges before commencing material additional work where reasonably practicable.

If additional work, delay, rework, investigation or analysis is required because you fail to provide agreed information, access, approvals, personnel or dependencies within the required timeframe, or because information supplied by or on your behalf is materially incomplete, inaccurate, inconsistent or misleading, we may charge reasonable additional Fees and recover reasonable Third Party Costs and expenses resulting from that additional work.

You must provide any information, approval or decision reasonably required to assess or approve a change within 5 Business Days after our written request, unless another period is agreed in writing.

We may pause affected work while a material change, dependency, cost or risk issue is being assessed or approved. Where reasonably practicable, we will give at least 2 Business Days' written notice before pausing affected work. We may pause work immediately where continuing it would reasonably create a material legal, privacy, security, technical or operational risk.

Any affected delivery date is automatically extended by the period reasonably required to assess, approve and implement the change, together with any resulting scheduling, dependency or resourcing delay.

Where a Third Party Platform, supplier or provider changes its pricing, licence terms, usage charges or technical requirements after an engagement commences, you are responsible for any resulting additional Third Party Costs unless the Engagement Document expressly states otherwise.

An agreed change takes effect on the date stated in the written approval or, if no date is stated, on the date the change is approved by both parties.

6. Client responsibilities

You must provide requested information, decisions, approvals, access, competent personnel and other reasonably required cooperation within 5 Business Days after our request, unless the Engagement Document specifies another period. You remain responsible for your business decisions, legal and regulatory obligations, internal approvals, and the acts of your personnel and users.

You warrant on an ongoing basis that: (a) all Client Materials, Client Data and information provided or made available to us are, to the best of your knowledge, accurate, complete, current and not misleading in any material respect; (b) you have and will maintain all rights, licences, permissions, consents, notices, approvals, authorities and lawful bases necessary for us and our approved providers to receive, access, use, process, store and transfer Client Materials and Client Data as reasonably required to provide the Services; (c) providing or permitting access to Client Materials or Client Data does not breach any applicable law, contractual obligation, duty of confidence, privacy obligation, intellectual property right or other third-party right or restriction; and (d) you will notify us within 2 Business Days after becoming aware that any Client Material, Client Data or information provided to us may not comply with this section.

You must not provide unlawful material, malicious code or personal, sensitive, confidential or other information that is unnecessary for the agreed use case.

You must review Deliverables and notify us within 5 Business Days after delivery of any material issue reasonably apparent on review, unless the Engagement Document states another period.

If your delay in providing information, approvals, access or feedback affects delivery, the relevant delivery dates will be reasonably extended and additional work may be charged in accordance with section 5.

- Maintain appropriate backups and business continuity arrangements unless backup services are expressly included.
- Use the Services and deliverables only for lawful purposes and in accordance with agreed controls and documentation.
- Ensure that people who rely on AI-assisted outputs have suitable training, authority and human oversight.

7. AI-specific conditions

AI and machine-learning systems are probabilistic and may produce inaccurate, incomplete, biased, outdated or unexpected outputs. Unless the Engagement Document expressly says otherwise, AI outputs are decision-support material and not a substitute for qualified professional judgment or human review.

You are responsible for validating outputs before use and for decisions, communications or actions taken from them. You must not use a deliverable for a high-impact or regulated decision about an individual - including employment, credit, insurance, healthcare, legal rights, safety or access to essential services - unless that use is expressly scoped and appropriate safeguards, testing and human review are in place.

Model behaviour, availability, pricing, features and performance may change. We do not promise that a model or third-party AI service will remain available or produce identical results. We may recommend or implement a reasonable substitute, subject to any agreed change control.

8. Data, privacy and security

Each party must comply with the privacy, data protection and security laws that apply to it. Our handling of personal information is also described in our Privacy Policy. Any agreed data processing, hosting, retention, residency or security requirements must be recorded in the Engagement Document or an applicable schedule.

We will use Client Data to provide, secure, support and administer the Services, comply with law and exercise our rights under the agreement. We will not use Client Confidential Information to train a general-purpose model for the benefit of other clients unless you expressly agree in writing.

We may use third-party technology and AI providers where reasonably required to provide the Services. You acknowledge that, where disclosed or reasonably apparent from the agreed solution, those providers may process or store data outside Australia. Any mandatory data residency, hosting, retention, processing or transfer requirement must be identified in the Engagement Document before the relevant Services commence.

No system can be guaranteed completely secure or continuously available. Each party must notify the other without undue delay and, where reasonably practicable, within 2 Business Days after becoming aware of a confirmed security incident materially affecting the other party's data, where notification is required by law or the Engagement Document, and reasonably cooperate in containment and response.

9. Confidentiality

Each party must protect the other party's Confidential Information using at least reasonable care, use it only for the purposes of the Agreement, and not disclose it except as permitted by the Agreement.

A party may disclose Confidential Information to personnel, contractors, professional advisers and insurers who reasonably need access and are subject to appropriate confidentiality obligations.

Confidential Information does not include information that the receiving party can establish: (a) is or becomes public other than through breach; (b) was already lawfully known; (c) was independently developed without use of the Confidential Information; (d) was lawfully received without a duty of confidence; or (e) must be disclosed by law.

Where disclosure is required by law, the receiving party must give the other party notice as soon as reasonably practicable before disclosure, where legally permitted.

The obligations in this section continue for five years after termination or expiry. Trade secrets and other information which remains inherently confidential remain protected for so long as they retain that character.

10. Intellectual property

Each party retains ownership of material, methods, data, software, documentation, know-how and intellectual property it owned or developed independently of the engagement (Background IP). You retain ownership of Client Materials and Client Data.

Unless the Engagement Document says otherwise, on full payment we assign to you intellectual property in bespoke final Deliverables created specifically for you, excluding our Background IP, Integral Mind Materials, reusable tools, templates, methods, frameworks, scoring systems, assessment logic, playbooks, prompts, evaluation methods, generic workflows, automations, software, generic know-how, improvements, open-source components and third-party materials.

We retain all right, title and interest in Integral Mind Materials.

Where our Background IP or Integral Mind Materials are embedded in a paid Deliverable, we grant you a perpetual, worldwide, non-exclusive licence to use those embedded materials only to the extent reasonably necessary for your internal use of the Deliverable.

You must not, without our prior written consent, commercialise Integral Mind Materials, distribute them independently of a Deliverable, reverse engineer proprietary scoring models or tools, provide them to another consultant or service provider for the purpose of replicating our methodology, or represent Integral Mind Materials as your own methodology.

We may use general skills, ideas and experience retained in unaided memory, provided we do not disclose Client Confidential Information or Client Data. Third-party and open-source materials remain subject to their applicable licence terms.

11. Third-party products and platforms

The Services may depend on cloud, software, model, API, data or other third-party products. Their terms, privacy practices, usage limits, availability and charges may apply directly to you. We are not responsible for a third party's acts, omissions or changes outside our reasonable control, but we will use reasonable care when selecting and integrating providers within our scope.

You must maintain required third-party accounts and licences unless the Engagement Document says we will procure them. Pass-through fees and usage charges are payable as stated in the Engagement Document.

12. Fees, invoices and taxes

You must pay the fees, expenses and third-party charges stated in the Engagement Document. Unless stated otherwise, fees are in Australian dollars, exclude GST and invoices are due within 14 days.

If you dispute an invoice in good faith, you must notify us in writing within 7 calendar days after the invoice date and, in any event, before the invoice due date, identify the disputed amount and reasons for the dispute, and pay the undisputed amount when due.

For overdue undisputed amounts, we may charge interest at the lesser of 1.5% per month and the maximum lawful rate, together with reasonable recovery costs. If an undisputed amount remains unpaid 5 Business Days after we give written notice that it is overdue, we may suspend the affected Services until the overdue undisputed amount is paid.

13. Delivery, review and acceptance

Dates are estimates unless an Engagement Document expressly identifies a fixed deadline. We are not responsible for delay caused by Client dependencies, requested changes, third parties or events outside our reasonable control.

Where acceptance criteria apply, you must review and test the Deliverable against those criteria within 5 Business Days after delivery, unless the Engagement Document specifies another review period, and give sufficient detail for us to reproduce any material non-conformity.

If you do not notify us of a material non-conformity within that review period, the Deliverable is deemed accepted, without affecting any rights relating to latent defects or rights that cannot lawfully be excluded.

We will use reasonable efforts to correct a verified material non-conformity within scope within 10 Business Days after receiving sufficient information to reproduce it, or within another timeframe we reasonably notify you where the nature or complexity of the correction requires additional time.

14. Warranties, forecasts and outcomes

We warrant that we will perform the Services with due care and skill. Except for express commitments in the agreement and guarantees that cannot lawfully be excluded, the Services and deliverables are supplied without other warranties.

We do not guarantee a particular commercial outcome, return on investment, cost saving, model accuracy, regulatory approval or uninterrupted operation. Forecasts, roadmaps, estimates and recommendations depend on assumptions, available information and changing technology and market conditions.

An estimate of employee time or capacity released does not constitute a realised financial saving unless the relevant Engagement Document or Deliverable expressly identifies the mechanism by which that capacity is expected to convert into economic value.

Unless an Engagement Document expressly states otherwise, Deliverables are prepared solely for the Client and for the purpose of the relevant engagement. No third party may rely on a Deliverable without our prior written consent.

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law or other law that cannot lawfully be excluded, restricted or modified.

15. Liability

To the maximum extent permitted by law, neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, opportunity, goodwill or anticipated savings, except to the extent such loss forms part of a third-party claim covered by an express indemnity.

To the maximum extent permitted by law, each party's aggregate liability arising from an engagement, whether in contract, tort (including negligence), equity, statute or otherwise, is limited to the Fees paid or payable under the affected Engagement Document in the 12 months before the event giving rise to liability.

This cap applies to liability arising from breach of confidentiality, privacy, data handling or security obligations.

The cap does not apply to: (a) payment obligations; (b) fraud or wilful misconduct; (c) infringement or misappropriation of the other party's intellectual property rights; or (d) liability that cannot lawfully be limited.

Where a non-excludable guarantee applies and the law permits us to limit the remedy, our liability is limited, at our option, to resupplying the Services or paying the reasonable cost of having the Services supplied again. Liability is reduced to the extent the other party's act or omission contributed to the loss.

16. Client indemnity

You indemnify us against a third-party claim, and reasonable direct costs of responding to it, to the extent caused by Client Materials or Client Data infringing third-party rights, your unlawful or unauthorised use of the Services, or your material breach of section 6 or 7. This indemnity does not apply to the extent the claim was caused by our breach, negligence or wilful misconduct.

We must notify you within 5 Business Days after becoming aware of an indemnified claim, or as soon as reasonably practicable where earlier action is required to protect our interests.

We will allow you reasonable control of the defence and settlement and provide reasonable cooperation at your cost, provided that you must not admit liability or settle a claim in a manner that imposes liability, obligation or reputational harm on us without our prior written consent, not to be unreasonably withheld.

17. Suspension and termination

Either party may terminate an engagement for a material breach that is not remedied within 10 Business Days after written notice, or immediately if the other party becomes insolvent or cannot lawfully continue the engagement.

We may suspend affected Services where reasonably necessary to address a security risk, unlawful use, material breach or overdue undisputed payment. Except where immediate suspension is reasonably necessary to address a material legal, privacy, security or operational risk, we will give at least 2 Business Days' written notice before suspension.

A right to terminate for convenience, any minimum term and any applicable notice period are as stated in the Engagement Document. If the Engagement Document does not specify a notice period, either party may terminate the engagement for convenience by giving 30 calendar days' written notice.

On termination, you must pay for Services performed, approved work in progress and non-cancellable commitments up to the effective termination date.

On written request following termination or expiry, each party must return or securely destroy the other party's Confidential Information within 10 Business Days after the later of termination or receipt of the request, subject to legal or regulatory retention obligations and routine backup systems.

18. Dispute resolution

A party raising a dispute must give written notice describing it. Senior representatives of both parties must first try to resolve the dispute in good faith.

If the dispute is not resolved within 15 Business Days, either party may propose mediation in Melbourne. The parties must use reasonable efforts to appoint a mutually agreed mediator within 10 Business Days after mediation is proposed and to attend the mediation within 20 Business Days after the mediator is appointed.

Nothing in this section prevents either party from seeking urgent interlocutory or injunctive relief or recovering an undisputed debt.

Each party continues performing unaffected obligations while a dispute is being resolved where it is reasonable and safe to do so.

19. General

Neither party is liable for delay caused by an event beyond its reasonable control, excluding an obligation to pay money. The affected party must notify the other party within 3 Business Days after becoming aware that the event is likely to materially delay performance, where reasonably practicable, and take reasonable steps to minimise its effect.

Neither party may assign the agreement without the other's prior written consent, not to be unreasonably withheld, except as part of a genuine corporate restructure or sale of substantially all relevant business assets, provided the assignee can perform the obligations.

Notices under the Agreement must be in writing and sent to the applicable contact details in the Engagement Document or these Terms.

A notice sent by email is taken to be received when it becomes capable of being retrieved at the nominated email address. A notice received after 5:00 pm Melbourne time, or on a day that is not a Business Day, is taken to be received at 9:00 am Melbourne time on the next Business Day.

The Agreement is the entire agreement about its subject matter. A waiver must be in writing. If a provision is unenforceable, it is read down or severed to the minimum extent necessary. The parties are independent contractors and neither may bind the other.

20. Governing law and jurisdiction

The Agreement is governed by the laws of Victoria, Australia.

Each party submits to the non-exclusive jurisdiction of the courts of Victoria and courts entitled to hear appeals from them.

21. Changes to these Terms

We may update these Terms for future engagements by publishing a revised version and changing the last updated date.

A change to these Terms does not apply retrospectively to an existing engagement unless the parties agree in writing. Where a change is required by law and must apply to an existing engagement, we will give at least 5 Business Days' written notice where reasonably practicable, or such shorter notice as is reasonably necessary to comply with law.

22. Contact

Questions and legal notices about these Terms may be sent to hello@integralmind.au or to Integral Media Pty Ltd trading as Integral Mind, 605/10 Yarra Street, South Yarra VIC 3141, Australia.