

Terms and Conditions

Automagicae Pty Ltd

Trading as Automagicae

Effective date: [date]

Last updated: [date]

1. About These Terms

These Terms and Conditions ("Terms") govern the use of products and services provided by Automagicae Pty Ltd ("Automagicae", "we", "us", or "our"). By engaging Automagicae or using our products, you ("Client", "you", or "your") agree to be bound by these Terms.

These Terms should be read alongside any Service Agreement, Data Sharing Agreement, or other agreement executed between the parties. Where a conflict exists between these Terms and a signed agreement, the signed agreement prevails.

We may update these Terms from time to time. Material changes will be notified to existing clients in writing. Continued use of our services after notification constitutes acceptance of the updated Terms.

2. Our Services

Automagicae develops and provides AI-assisted software products for healthcare providers. Our products process sensitive personal information, including health records, on behalf of our clients. All products are designed as decision-support tools with mandatory human-in-the-loop review before any AI-generated output informs a clinical, administrative, or claims decision.

We do not provide medical advice, clinical diagnoses, or legal advice. Our products assist qualified professionals in performing their work more efficiently; they do not replace professional judgement.

3. Client Obligations

As a client, you are responsible for:

- Ensuring you have obtained all necessary consents from individuals whose personal information is processed using our products, in accordance with the Australian Privacy Principles.
- Providing accurate and complete information and records for processing.
- Ensuring that all AI-generated outputs are reviewed by qualified professionals before they are relied upon or communicated to any individual.
- Maintaining appropriate security controls on any client-provided infrastructure used in connection with our services.
- Complying with all applicable laws and regulations, including the Privacy Act 1988 (Cth), in connection with your use of our products.

4. Data Handling

Our approach to data handling is governed by the Data Sharing Agreement between Automagicae and the client. Key principles include:

- You own all identifiable data. All personal information and identifiable derivatives remain your property regardless of the processing performed by Automagicae.
- We process data only for the purposes specified in the Service Agreement and Data Sharing Agreement.
- Identifiable data is processed exclusively on controlled infrastructure and is never sent to third-party APIs.
- De-identification is performed before any data is processed via third-party services, and those services operate under zero-data-retention terms.

Full details of data ownership, retention, and permitted use are set out in the Data Sharing Agreement, which forms part of every client engagement.

5. Intellectual Property

5.1 Client intellectual property

All personal information, source documents, and identifiable derivatives provided by or generated on behalf of the client remain the client's property.

5.2 Automagicae intellectual property

All Automagicae software, algorithms, models (including fine-tuned model weights), prompt templates, pipeline configurations, reference databases, and methodologies are and remain the intellectual property of Automagicae. Nothing in these Terms or any Service Agreement transfers ownership of Automagicae's intellectual property to the client.

5.3 De-identified derivatives

Where the Data Sharing Agreement grants Automagicae a licence to retain and use de-identified derivatives for product improvement and related purposes, that licence operates on the terms set out in the Data Sharing Agreement.

6. AI-Assisted Processing and Limitations

- Our products use artificial intelligence, including large language models, to assist in processing and analysing records. AI outputs are probabilistic and may contain errors, omissions, or inaccuracies.
- All AI-generated outputs must be reviewed by a qualified human professional before being relied upon. Our products are not autonomous decision-making systems.
- We do not warrant that AI outputs are complete, accurate, or suitable for any particular purpose without human review.
- AI models may be updated, replaced, or retrained over time to improve performance. We will notify clients of material changes to the models used in their engagement.

7. Confidentiality

Each party must keep confidential all information received from the other party in connection with the engagement that is not publicly available. This obligation survives termination. Detailed confidentiality terms are set out in the Non-Disclosure Agreement and Data Sharing Agreement between the parties.

8. Privacy

Automagicae is an APP entity under section 6D(4) of the Privacy Act 1988 (Cth). We comply with the Australian Privacy Principles in respect of all personal information we handle. Our Privacy Policy, available on our website, describes how we collect, use, disclose, and protect personal information. By engaging our services, you acknowledge that you have read our Privacy Policy.

9. Security

We implement technical and organisational measures consistent with APP 11 (as amended by APP 11.3 under the Privacy and Other Legislation Amendment Act 2024) to protect personal information, including: encryption in transit (TLS 1.2+) and at rest (AES-256 or equivalent); container isolation for AI processing workloads; role-based access control; and selection of infrastructure providers with SOC 2 Type II certification or equivalent.

10. Limitation of Liability

- To the maximum extent permitted by law, Automagicae's aggregate liability under or in connection with these Terms and any Service Agreement is limited to the fees paid by the client in the 12 months preceding the event giving rise to the liability.
- Automagicae is not liable for any loss or damage arising from: reliance on AI-generated outputs without appropriate human review; inaccuracies in source documents or information provided by the client; or the client's failure to comply with its obligations under these Terms, the Service Agreement, or applicable law.
- This limitation does not apply to liability arising from wilful misconduct or gross negligence, liability for breach of confidentiality, or liability arising from a notifiable data breach caused by Automagicae's failure to comply with its security obligations.
- Neither party excludes or limits liability that cannot be excluded or limited under applicable law, including liability under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)).

11. Indemnity

You agree to indemnify Automagicae against any loss, damage, cost, or expense (including reasonable legal costs) arising from: your breach of these Terms; your failure to obtain required consents for the processing of personal information; or any claim by a third party arising from your use of AI-generated outputs without appropriate human review.

12. Term and Termination

- These Terms apply for the duration of the client's engagement with Automagicae, as set out in the Service Agreement.
- Either party may terminate the engagement in accordance with the Service Agreement.

- On termination, data handling follows the process set out in the Data Sharing Agreement. In summary: identifiable data is returned or destroyed at the client's direction; de-identified derivatives may be retained under licence (if granted); and Automagicae operational data is retained by Automagicae.
- Clauses that by their nature should survive termination (including confidentiality, intellectual property, limitation of liability, and indemnity) continue in force after termination.

13. Dispute Resolution

- If a dispute arises, the parties must first attempt to resolve it by negotiation in good faith within 14 days of written notice.
- If not resolved by negotiation, either party may refer the dispute to mediation administered by the Resolution Institute (or its successor body), held in Brisbane, Queensland.
- If not resolved within 28 days of referral to mediation, either party may commence court proceedings.
- Nothing in this clause prevents 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 any provision of these Terms is found to be invalid or unenforceable, that provision is severed and the remaining provisions continue in full force.

14.3 Entire agreement

These Terms, together with the Service Agreement, Data Sharing Agreement, Non-Disclosure Agreement, and any other agreements executed between the parties, constitute the entire agreement in relation to their subject matter.

14.4 Assignment

You may not assign your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations to a successor entity on written notice to you.

14.5 Waiver

A failure or delay in exercising any right under these Terms does not operate as a waiver.

15. Contact

For questions about these Terms, please contact us at privacy@automagicae.com.