

# Purchase Agreement

AI Uniti Pty Ltd · ABN 36 694 238 821 · Last updated: 11 May 2026 ·  
Supersedes v1.0 dated 17 January 2026



AI UNITI

**What changed in v2.0.** Subscription Plans and Fees clauses now describe AI Uniti's named-user pricing: each plan includes a published number of Named Users (the User Cap) and a per-user uplift for additional Named Users. A new Section 4.6 covers mid-term user adjustments and proration. Cancellation notice periods are aligned to the Billing & Subscription Terms v2.0 (90 days before end of term).

## 1. Parties

This Online Purchase & Subscription Agreement (**Purchase Agreement**) is between AI Uniti Pty Ltd ACN 694 238 821, Australia (**AI Uniti, we, us**) and the individual or entity purchasing or subscribing to AI Uniti services (**Customer, you**).

## 2. Scope & Relationship to Other Documents

This Purchase Agreement governs:

- online purchases;
- self-serve subscriptions;
- payments made via AI Uniti's website where no separate Order Form applies.

This Agreement incorporates by reference and must be read together with:

- End User License Agreement (EULA) v2.0;
- Billing & Subscription Terms v2.0;
- Cancellation Policy;
- Acceptable Use Policy;
- Privacy Policy and Cookie Policy;
- Responsible AI Policy;
- Data Processing Addendum (where applicable);
- Trust & Compliance Statement.

All documents above are available upon request by emailing [sales@aiuniti.com](mailto:sales@aiuniti.com) and published at [aiuniti.com/legal](https://aiuniti.com/legal). If there is any inconsistency, this Purchase Agreement prevails for commercial terms, then the Billing & Subscription Terms, then the EULA.

## 3. Subscription Plans & Services

AI Uniti offers subscription-based access to its software services. Each plan is offered on a **named-user basis**: the plan includes a published base number of Named User seats (the **User Cap**) and a published per-user uplift for additional Named Users beyond the base.

Plan details, including:

- plan name (e.g. Signal Enterprise);
- base Named User count;
- per-user uplift price;
- features and platform connectors;
- term length options (12, 24, 36 months) and the published multi-year discount;
- currency

are described on the website at the time of purchase, or in the applicable Order, and form part of this Agreement.

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## 4. Fees & Payment

### 4.1 Fees

The Customer agrees to pay all fees displayed at checkout, in the accepted quotation, or otherwise communicated prior to purchase (**Fees**). Fees comprise the base subscription Fee (covering the base Named User seats) and any per-user uplift Fees (covering additional Named User seats).

### 4.2 Billing

- Subscriptions are billed in advance.
- Billing is monthly or annual, as selected at checkout.
- Billing begins on the Subscription start date.
- Per-user uplift Fees for additional Named Users added after the Subscription start date are billed on a prorated basis to the remainder of the then-current billing period and Subscription Term, as set out in the Billing & Subscription Terms.

### 4.3 Payment Method

Payment may be made using credit or debit card, or other online payment methods made available by AI Uniti. The Customer authorises AI Uniti (or its payment processor) to charge the selected payment method for the Fees, including any prorated per-user uplift Fees that arise during the Subscription Term.

### 4.4 Taxes

Fees are exclusive of applicable taxes (including GST, VAT, equalisation levy or sales tax), which may be added at checkout or invoice where required by law.

### 4.5 Late Payments & Failed Charges

If payment is not successfully processed, AI Uniti may retry payment, access may be suspended after reasonable notice, and outstanding amounts remain payable. Interest may accrue on undisputed overdue amounts at 1.5% per month, or the maximum rate permitted by law.

### 4.6 User Adjustments (new in v2.0)

The Customer may add Named Users at any time during the Subscription Term, up to capacity made available by AI Uniti. Additional Named Users are charged at the per-user uplift Fee published in the Order, prorated to the remainder of the current billing period and Subscription Term. Removal of Named Users does not reduce committed Fees for the current Subscription Term; downward adjustments take effect at the next renewal.

## 5. Subscription Term, Renewal & Cancellation

### 5.1 Term

Subscriptions are provided for the term selected at checkout or set out in the accepted quotation (12, 24 or 36 months unless otherwise agreed).

### 5.2 Automatic Renewal

Unless cancelled in accordance with Section 5.3, subscriptions of 12 months or longer renew automatically for the same term at then-current rates.

### 5.3 Cancellation

The Customer may cancel renewal by providing written notice in accordance with AI Uniti's Cancellation Policy and the Billing & Subscription Terms. For subscriptions of 12 months or longer, cancellation notice must be received **at least 90 days before the end of the then-current Subscription Term**. Cancellation takes effect at the end of the then-current Subscription Term.

### 5.4 No Refunds

Except where required by applicable law, Fees are non-refundable and unused subscription periods are not refunded.

## 6. Access & Suspension

AI Uniti may suspend or restrict access if Fees are overdue, if this Agreement or the EULA is breached (including credential sharing or exceeding the User Cap without authorisation), or if continued access creates legal, security or regulatory risk.

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## 7. Use of the Software

Use of the software is governed by the EULA and the Acceptable Use Policy. The Software provides AI-powered decision-support tools. AI outputs may be inaccurate or incomplete and must be independently reviewed.

## 8. Data Protection & Privacy

AI Uniti processes personal data in accordance with its Privacy Policy and the AI Uniti Trust & Compliance Statement. Where AI Uniti processes personal data on behalf of a business Customer, the Data Processing Addendum applies.

## 9. Intellectual Property

This Purchase Agreement does not transfer ownership of software, AI models, prompts, workflows or agent orchestration logic. All such intellectual property remains the property of AI Uniti, as set out in the EULA. AI Uniti's detection method is the subject of Australian Provisional Patent Application 2026904445. The *AI UNITI* name and logo are trademarks of AI Uniti Pty Ltd (TM 2618432).

## 10. Warranties & Disclaimers

To the maximum extent permitted by law, services are provided 'as is', AI Uniti disclaims all implied warranties, and AI Uniti does not guarantee uninterrupted or error-free service.

## 11. Limitation of Liability

To the maximum extent permitted by law, AI Uniti is not liable for indirect or consequential losses. Total liability is limited to Fees paid in the preceding 12 months. Nothing excludes non-excludable rights under applicable consumer laws, including the Australian Consumer Law.

## 12. Termination

AI Uniti may terminate this Agreement immediately for material breach (including credential sharing or User Cap circumvention), unlawful use, or security or regulatory risk. Termination does not entitle the Customer to a refund, except where required by law.

## 13. Changes to Services or Terms

AI Uniti may update subscription plans, pricing (including per-user uplift rates), features, and these terms. Changes take effect at the next renewal unless otherwise required by law.

## 14. Governing Law & Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia, excluding conflict of law principles. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals.

## 15. Contact

AI Uniti Pty Ltd · Email: [sales@aiuniti.com](mailto:sales@aiuniti.com) · Website: [aiuniti.com](https://aiuniti.com)

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