

Terms and Conditions

Defectech Inspector Baseline

Effective Date: 20 April 2026

Version 1.0

Please read carefully: These Terms and Conditions ("Terms") form a legally binding agreement between you and Rameco Tech Pty. Ltd. (ABN 30 681 091 289), trading as Defectech ("we", "us", "our"), governing your access to and use of the Defectech Inspector Baseline mobile application ("the App"). By downloading, installing, or using the App, you agree to be bound by these Terms. If you do not agree, do not use the App.

1. About Us

Rameco Tech Pty. Ltd.

ABN: 30 681 091 289

Trading as: Defectech

Email: support@defectech.com.au

Website: www.defectech.com.au

These Terms are governed by the laws of New South Wales, Australia. Any dispute arising under these Terms will be subject to the exclusive jurisdiction of the courts of New South Wales.

2. Eligibility and Account Registration

To use the App, you must:

- Be at least 18 years of age
- Be a licensed or otherwise qualified building inspector, inspection firm employee, or construction industry professional
- Register for an account using accurate and complete information
- Maintain the security of your account credentials

Accounts are strictly personal and non-transferable. You may not share your login credentials with any other person, including colleagues or employees within the same firm. Each individual user within an organisation must hold their own account. You are responsible for all activity that occurs under your account.

You must notify us immediately at support@defectech.com.au if you suspect any unauthorised access to your account.

3. The App and Its Services

Defectech Inspector Baseline provides the following core features:

- Point-and-shoot photo capture of building defects at residential, commercial, and under-construction properties
- AI-generated defect descriptions produced by Google Gemini based on submitted photographs
- Manual annotation tools allowing inspectors to draw and mark defects on images
- Recording and management of property addresses and client details
- Synchronisation with Google Calendar and Apple Calendar for inspection scheduling
- Basic export of inspection summaries

We reserve the right to modify, suspend, or discontinue any feature of the App at any time. Where we make material changes, we will provide reasonable notice to users.

4. AI-Generated Content — Disclaimer of Professional Advice

Important: The defect descriptions generated by the App are produced by an artificial intelligence system (Google Gemini) and are provided for assistive and informational purposes only. They do not constitute professional, engineering, structural, legal, or building advice of any kind.

By using the AI defect description feature, you expressly acknowledge and agree that:

- The App is a tool to assist qualified professionals — it does not replace professional judgment, expertise, or assessment
- AI-generated descriptions may be incomplete, inaccurate, or incorrect, and may fail to identify, correctly classify, or appropriately assess the severity of any defect
- You, as the inspector, are solely and entirely responsible for all inspection findings, conclusions, recommendations, and reports produced using or informed by the App
- No inspection finding, report, or professional recommendation should be based solely on an AI-generated description from the App without independent professional verification
- Defectech makes no representation or warranty that AI-generated content is accurate, complete, suitable for any particular purpose, or compliant with any applicable building code, standard, or regulation
- The App suggests — it does not advise. Any outcome arising from reliance on AI-generated content is your sole professional responsibility

You must display and comply with the in-app AI disclaimer prior to each use of the AI defect description feature. Bypassing, dismissing, or disabling this disclaimer does not affect your obligations under this clause.

5. Subscriptions and Payments

5.1 Free Access

The App is initially available free of charge. During the free period, you may access all core features of the App without payment. We reserve the right to introduce paid subscription tiers at any time, with reasonable notice to existing users.

5.2 Paid Subscriptions

When subscription plans are introduced, the following terms will apply:

- Subscription fees will be charged on a monthly basis via Stripe, Inc., our third-party payment processor
- Subscriptions automatically renew at the end of each billing period unless cancelled prior to the renewal date
- You authorise us to charge your nominated payment method for recurring subscription fees
- All fees are stated in Australian Dollars (AUD) and are inclusive of GST where applicable

5.3 Pricing Changes

We reserve the right to change subscription pricing at any time. We will provide you with no less than 30 days' written notice of any price change via email to your registered address or via in-app notification. Continued use of the App after the effective date of a price change constitutes your acceptance of the new pricing. If you do not accept the new pricing, you may cancel your subscription before the change takes effect.

5.4 Cancellation and Refunds

- You may cancel your subscription at any time through your account settings or by contacting support@defectech.com.au
- Cancellation takes effect at the end of the current billing period. You will retain access until that date
- We do not provide refunds for partial billing periods, unless required by Australian Consumer Law
- Subscriptions purchased through the Apple App Store are subject to Apple's refund and cancellation policies in addition to these Terms

5.5 Lapsed or Terminated Subscriptions

If your subscription lapses, is cancelled, or is terminated for any reason:

- Your access to the App and all associated data will be suspended immediately upon expiry of your paid term
- Your inspection data, photos, and account information will be retained for a period of 180 days from the date of suspension
- You are solely responsible for exporting any data you wish to retain before your subscription ends
- After 180 days, all your data will be permanently and irreversibly deleted from our systems
- We accept no liability for any loss of data arising from failure to export data prior to suspension or deletion

6. Acceptable Use

You agree to use the App only for lawful purposes and in accordance with these Terms. You must not:

- Use the App to capture, store, or transmit information that infringes any applicable law or regulation
- Photograph individuals, identifiable faces, vehicle registration plates, or personal information not relevant to a building defect
- Enter false, misleading, or fabricated inspection data into the App
- Use the App to produce or submit fraudulent inspection reports
- Attempt to reverse engineer, decompile, or extract the source code of the App
- Use the App in a manner that interferes with or disrupts our systems or infrastructure
- Share your account credentials with any other person
- Use the App to store, process, or transmit any unlawful, defamatory, or harmful content
- Use the App for any purpose other than building inspection and related professional activities

You are responsible for ensuring that the personal information of third parties (including property owners and clients) that you enter into the App has been collected lawfully and with appropriate consent. By entering third-party personal information into the App, you represent that you hold all necessary consents and authorisations to do so.

7. Intellectual Property

7.1 Our Intellectual Property

All intellectual property rights in the App, including its software, design, interface, features, branding, and AI integration infrastructure, are owned by or licensed to Rameco Tech Pty. Ltd. Nothing in these Terms grants you any ownership interest in the App or our intellectual property.

7.2 Your Content

You retain ownership of the inspection data, photographs, annotations, and client information you create and upload through the App ("Your Content"). By using the App, you grant Rameco Tech Pty. Ltd. a non-exclusive, royalty-free, worldwide licence to store, process, transmit, and display Your Content solely to the extent necessary to provide the App's services to you. We do not use Your Content for any other purpose, including marketing, training AI models, or sharing with third parties beyond what is described in our Privacy Policy.

7.3 AI-Generated Descriptions

Defect descriptions generated by Google Gemini based on your submitted photos are produced by a third-party AI system. We make no claim of ownership over AI-generated output. You acknowledge that AI-generated descriptions may not be protected by copyright and should not be relied upon as original professional assessments.

8. Limitation of Liability

Key clause: This section significantly limits our liability to you. Please read it carefully.

8.1 Exclusion of Consequential Loss

To the maximum extent permitted by law, Rameco Tech Pty. Ltd. excludes all liability for any indirect, incidental, special, consequential, or punitive loss or damage arising out of or in connection with your use of the App, including but not limited to:

- Loss of income, revenue, or profit
- Loss arising from a missed, incorrect, or incomplete defect identification
- Loss arising from reliance on an AI-generated defect description
- Loss of data or inspection records
- Damage to professional reputation or client relationships
- Any claim made against you by a third party (including property owners, clients, or regulatory bodies) arising from your use of the App

8.2 Cap on Direct Liability

To the maximum extent permitted by law, our total aggregate liability to you for any direct loss or damage arising from or in connection with your use of the App — regardless of the cause of action — is limited to the total subscription fees paid by you to us in the 12 months immediately preceding the event giving rise to the claim.

8.3 Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by the Australian Consumer Law (ACL) that cannot lawfully be excluded or limited. Where the ACL applies and permits us to limit our liability, our liability is limited to, at our election: re-supplying the services; or paying the cost of re-supply of the services.

8.4 No Warranty

The App is provided "as is" and "as available". To the maximum extent permitted by law, we make no warranty or representation, express or implied, that:

- The App will be uninterrupted, error-free, or free from defects
- AI-generated content will be accurate, complete, or fit for any professional purpose
- The App will meet your specific professional or regulatory requirements
- Any defect in the App will be corrected

9. Indemnity

You agree to indemnify, defend, and hold harmless Rameco Tech Pty. Ltd., its directors, employees, agents, and contractors from and against any claim, loss, damage, liability, cost, or expense (including reasonable legal fees) arising out of or in connection with:

- Your use of the App in breach of these Terms
- Any inspection report, finding, or recommendation you produce using or informed by the App
- Your reliance on AI-generated content without independent professional verification
- Your breach of any applicable law, including privacy laws, in connection with third-party personal information entered into the App
- Any claim by a third party arising from your use of the App

10. Account Termination and Suspension

10.1 Termination by You

You may terminate your account at any time by contacting us at support@defectech.com.au or using the account deletion option within the App settings. Upon termination, your access to the App will cease and your data will be handled in accordance with clause 5.5 and our Privacy Policy.

10.2 Termination or Suspension by Us

We reserve the right, at our sole discretion, to immediately suspend or permanently terminate your account without prior notice if we determine, acting reasonably, that you have:

- Breached any provision of these Terms
- Engaged in fraudulent, unlawful, or abusive conduct in connection with the App
- Used the App in a manner that poses a risk to us, other users, or third parties
- Provided false or misleading information during registration

We will endeavour to notify you of any suspension or termination by email. Where termination occurs due to your breach, you will not be entitled to a refund of any prepaid subscription fees.

10.3 Effect of Termination

Upon termination of your account for any reason, the following clauses survive and remain in full force: clause 4 (AI Disclaimer), clause 7 (Intellectual Property), clause 8 (Limitation of Liability), clause 9 (Indemnity), and clause 12 (Governing Law).

11. Third-Party Services

The App integrates with the following third-party services to deliver its functionality:

- Google LLC (Gemini AI) — AI defect description processing
- Google LLC (Firebase Analytics) — crash reporting and app analytics
- DigitalOcean LLC — cloud data storage (Sydney, Australia)

- Stripe, Inc. — subscription payment processing

Your use of these third-party services is also subject to their respective terms of service and privacy policies. We are not responsible for the conduct, availability, or content of any third-party service. In particular, the availability of the AI defect description feature is dependent on the availability of Google Gemini, which is outside our control.

The App also integrates with Google Calendar and Apple Calendar when you choose to enable calendar synchronisation. By enabling this feature, you authorise the App to access full calendar read data as described in our Privacy Policy.

12. Changes to These Terms

We may update these Terms from time to time to reflect changes in our services, legal obligations, or business practices. When we make material changes, we will:

- Update the Effective Date at the top of this document
- Notify you via email or in-app notification at least 14 days before the changes take effect

Your continued use of the App after the updated Terms take effect constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using the App before the effective date of the change.

13. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Before commencing any legal proceedings, both parties agree to attempt to resolve any dispute in good faith by written notice to the other party, allowing 30 days to respond and seek resolution.

14. General Provisions

- Entire Agreement: These Terms, together with our Privacy Policy, constitute the entire agreement between you and us in relation to the App and supersede all prior agreements or understandings.
- Severability: If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.
- Waiver: Our failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

- **Assignment:** You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms without restriction.
- **Force Majeure:** We will not be liable for any failure or delay in performance caused by events outside our reasonable control, including outages of third-party services (including Google Gemini or DigitalOcean).
- **Apple App Store:** If you download the App via the Apple App Store, Apple Inc. is not a party to these Terms and bears no responsibility for the App or its content. Apple has no obligation to provide any maintenance or support for the App.

15. Contact Us

For questions, concerns, or notices under these Terms, please contact:

Rameco Tech Pty. Ltd. (trading as Defectech)

ABN: 30 681 091 289

Email: support@defectech.com.au

Website: www.defectech.com.au

Legal note: These Terms and Conditions were prepared with reference to the Australian Consumer Law (Competition and Consumer Act 2010, Sch 2), the Privacy Act 1988 (Cth), and the laws of New South Wales. This document does not constitute legal advice. You should obtain independent legal advice to ensure your compliance obligations are fully met before publishing these Terms.