

TERMS AND CONDITIONS

Norvera | ABN: 89 711 352 549

Last updated: May 2026

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE OR ENGAGING OUR SERVICES. BY ACCESSING OUR WEBSITE OR ENGAGING NORVERA FOR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS.

1. ABOUT NORVERA

1.1 Norvera (ABN: 89 711 352 549) is an AI agent consultancy registered in New South Wales, Australia. We design, build, and maintain AI-powered chat agents, workflow automations, and digital solutions for small and medium businesses across Australia.

1.2 These Terms and Conditions ("Terms") govern your use of our website at norvera.com.au ("Website") and your engagement of our services ("Services"). They constitute a legally binding agreement between you ("Client", "you", or "your") and Norvera ("we", "us", or "our").

1.3 We may update these Terms at any time with 14 days written notice. Continued use of our Website or Services after changes constitutes your acceptance of the updated Terms.

2. COMPLIANCE WITH AUSTRALIAN CONSUMER LAW

2.1 These Terms comply with the Australian Consumer Law (ACL) as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth).

2.2 Nothing in these Terms excludes, restricts, or modifies any right or remedy implied or imposed by the ACL that cannot lawfully be excluded or limited. Where our Services are supplied to consumers as defined under the ACL, you may have statutory rights that cannot be excluded.

3. OUR SERVICES

3.1 Norvera offers the following categories of services:

- AI Agent Design and Build — custom AI chat agents trained on your business, deployed on your website or as a shareable link
- AI Workflow Automation — automated systems connecting your tools, CRM, calendar, and communication platforms
- AI Consulting and Strategy — advisory services to help businesses understand, adopt, and implement AI effectively
- Website Design and Development — design and build of business websites using Webflow and related platforms
- Ongoing Support and Maintenance — monthly retainer services including agent monitoring, updates, and performance reviews

3.2 The specific scope, deliverables, timeline, and pricing for each engagement will be agreed in writing prior to commencement via a formal proposal, email agreement, or service agreement ("Service Agreement").

3.3 Any quotes or estimates are valid for 14 days from the date of issue unless otherwise stated.

3.4 We reserve the right to refuse any service request at our sole discretion.

4. ENGAGEMENT PROCESS & CLIENT OBLIGATIONS

4.1 A Service Agreement is formed when: (a) you accept our proposal or quote in writing (including by email); and (b) you pay the required deposit as outlined in Section 5.

4.2 You are responsible for providing accurate, complete, and timely information, materials, and access required to deliver the Services, including brand assets, copy, login credentials, and domain access.

4.3 Delays caused by your failure to provide required information or approvals will not constitute a breach on our part and may result in revised timelines or additional charges.

4.4 You are responsible for reviewing all deliverables and providing written approval before any agent, website, or content is published or made live.

4.5 You warrant that any materials you provide to us do not infringe the intellectual property rights, privacy rights, or any other rights of any third party.

5. PRICING, DEPOSITS & PAYMENT TERMS

5.1 All prices are quoted in Australian Dollars (AUD) and are exclusive of GST unless stated otherwise. GST will be added where applicable.

5.2 A non-refundable deposit of 50% of the total setup fee is required prior to commencement of any work. The remaining 50% is due upon your written sign-off and prior to the deliverable going live.

5.3 The deposit is non-refundable except where required by the ACL or where we fail to commence delivery of the agreed Services.

5.4 Monthly retainer fees are billed in advance on the first day of each calendar month and are due within 7 days of the invoice date.

5.5 We use Stripe as our payment processor. By making a payment, you agree to Stripe's terms of service. We do not store your full credit card details.

5.6 Invoices unpaid after 14 days may incur late payment fees of 1.5% per month on the outstanding balance. We reserve the right to suspend Services after 14 days of non-payment and to terminate the agreement and refer overdue accounts to a debt collection agency after 30 days of non-payment.

5.7 We reserve the right to update our pricing with 30 days written notice to existing clients.

6. CANCELLATION, TERMINATION & CANCELLATION FEE

6.1 Either party may terminate an ongoing service agreement with 30 days written notice to the other party.

6.2 Upon cancellation or termination by the Client, a cancellation fee equal to one (1) month's retainer fee at the Client's current plan rate is payable. This fee is due within 7 days of the cancellation notice date and is in addition to any outstanding fees for work completed or services rendered up to the termination date.

6.3 The cancellation fee represents a genuine pre-estimate of the costs and losses incurred by Norvera in winding down the service, including reallocation of resources and administrative costs.

6.4 We reserve the right to terminate an agreement immediately and without notice if you:

- Fail to make payment after 30 days of the due date
- Breach these Terms and fail to remedy the breach within 7 days of written notice
- Use our services for any unlawful, fraudulent, or harmful purpose

— Become insolvent, enter administration, or cease to carry on business

6.5 Upon termination and receipt of all outstanding payments including the cancellation fee, we will provide you with files, assets, and access credentials held on your behalf within 14 business days.

6.6 Non-refundable deposits will not be returned upon termination unless we have failed to commence delivery of the agreed Services.

7. CONSUMER GUARANTEES, REFUNDS & REMEDIES

7.1 Under the ACL, our Services come with guarantees that cannot be excluded, including that our Services will be rendered with due care and skill and be fit for the agreed purpose.

7.2 For a major failure, you are entitled to cancel the Service Agreement and receive a refund of amounts paid, minus any cancellation fee applicable under Section 6. For a minor failure, we are entitled to remedy the issue within a reasonable timeframe.

7.3 We do not offer refunds on: (a) deposits, as these are non-refundable except as required by law; (b) monthly retainer fees for services already delivered; or (c) work completed and approved by you in writing.

7.4 Refund requests must be made in writing to hello@norvera.com.au. Nothing in this section limits your rights under the ACL.

8. AI SERVICES & LIMITATIONS

8.1 Our AI integration services use third-party AI platforms including the Anthropic Claude API, Botpress, Make.com, and other tools. By engaging these services, you acknowledge that AI-generated outputs may contain errors, inaccuracies, or unexpected responses.

8.2 You are solely responsible for reviewing and approving all AI-generated content, responses, and outputs before they are used in a live business context.

8.3 We are not liable for: (a) any loss of leads, revenue, or business opportunity arising from AI agent downtime, errors, or unexpected responses; (b) any action taken by a customer based on an AI agent response; (c) any failure of third-party AI platforms including Anthropic, Botpress, or Make.com; or (d) any inaccuracy in AI responses where the knowledge base or training data provided by you was incomplete or incorrect.

8.4 AI services are subject to the terms and usage policies of the underlying AI providers. We will notify you of any material changes to those terms that affect your service.

8.5 You must not use our AI services for any unlawful, misleading, harmful, or deceptive purpose.

9. LIMITATION OF LIABILITY

9.1 To the fullest extent permitted by law, Norvera's total liability to you for any loss or damage arising from the Services is limited to the total fees paid by you to Norvera in the 3 months immediately preceding the event giving rise to the claim.

9.2 We are not liable for any indirect, special, incidental, or consequential loss or damage including loss of profits, revenue, data, business opportunity, or reputation, even if we have been advised of the possibility of such loss.

9.3 We are not liable for any loss or damage arising from: (a) your reliance on AI-generated content; (b) third-party service outages including Botpress, Make.com, Anthropic, Webflow, or Stripe; (c) any delay or failure caused by events outside our reasonable control; (d) your failure to provide accurate or complete

information for training the AI agent; or (e) any change to third-party AI platform terms or capabilities that affects service delivery.

9.4 Nothing in this clause limits liability for death or personal injury caused by our negligence, fraud, or any liability that cannot lawfully be excluded under the ACL.

10. INTELLECTUAL PROPERTY

10.1 Upon receipt of full payment for all services rendered, you own the final AI agent configurations, website designs, written content, and deliverables created specifically for you.

10.2 We retain ownership of all underlying code frameworks, templates, tools, AI prompt structures, workflows, and methodologies developed independently of your project.

10.3 You grant us a non-exclusive, royalty-free licence to use your brand assets and materials solely for the purpose of delivering the agreed Services.

10.4 You grant us permission to reference your business as a client and describe the nature of the work completed in our portfolio and marketing materials, unless you request otherwise in writing prior to project completion.

11. CONFIDENTIALITY

11.1 Both parties agree to keep confidential any proprietary information shared during the engagement that is identified as confidential or that a reasonable person would understand to be confidential. This obligation survives termination for two (2) years.

12. THIRD-PARTY SERVICES

12.1 Our Services integrate third-party platforms including Webflow, Stripe, HubSpot, Make.com, Botpress, Anthropic, and Google Workspace. These are governed by their own terms and privacy policies. We are not responsible for the performance, availability, or practices of any third-party service.

13. DISPUTES & COMPLAINTS

13.1 If you have a complaint, please contact us at hello@norvera.com.au. We will acknowledge within 3 business days and work to resolve within 14 business days. If unresolved, either party may refer to mediation before commencing legal proceedings.

13.2 You may also contact the ACCC at acc.gov.au or your relevant state fair trading office if you believe your consumer rights have been breached.

14. GOVERNING LAW

14.1 These Terms are governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

15. CONTACT US

Norvera

Email: hello@norvera.com.au

Website: norvera.com.au

Location: Sydney, New South Wales, Australia

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