

EASYWORKS TERMS AND CONDITIONS

Supplier	Michael Peachey as trustee for the Peachey Family Trust, trading as EASYWORKS
ABN	19 483 062 046
Version	1.0
Effective date	7 August 2026

About these Terms. These Terms and Conditions apply to services provided by Michael Peachey as trustee for the Peachey Family Trust, trading as EASYWORKS (ABN 19 483 062 046) ("EASYWORKS", "we", "us" or "our") to the person, business or organisation acquiring the services ("Client", "you" or "your").

Acceptance. By accepting a quote, proposal or order, clicking an acceptance button, completing an electronic approval, making a required payment after being given these Terms, or instructing EASYWORKS to commence work after being given these Terms, you agree to be bound by them.

1. Services

- 1.1 EASYWORKS provides digital services which may include website design and development; custom web applications and software applications; software development; progressive web applications; database development and integration; optional hosting and deployment; maintenance and support; digital workflow and business process automation; consulting; limited AI-assisted services; third-party integrations; and other services described in an accepted quote, proposal, statement of work or written agreement.
- 1.2 Unless expressly agreed in writing, automation services do not include industrial machinery automation, machine control, PLC, SCADA, plant safety systems or other operational technology control systems.
- 1.3 The specific services, deliverables, pricing, dependencies and any agreed timeframes will be set out in the applicable quote, proposal, order, subscription or written agreement.
- 1.4 If there is an inconsistency between these Terms and a specific accepted written proposal or agreement, the specific proposal or agreement takes priority to the extent of the inconsistency.

2. Quotes and Proposals

- 2.1 A quote or proposal is valid for the period stated in it. If no period is stated, it is valid for 30 days from the date of issue.
- 2.2 A quote is based on the scope, features, assumptions and information reasonably available when it is prepared.
- 2.3 Additional work, features, integrations, design revisions or changes outside the agreed scope may incur additional charges.
- 2.4 EASYWORKS will endeavour to advise the Client before performing material work outside the agreed scope.

3. Client Responsibilities

- 3.1 The Client must provide information, content, decisions, approvals, access credentials and other materials reasonably required for EASYWORKS to perform the services.
- 3.2 The Client is responsible for ensuring that information and instructions it provides are accurate, complete and lawful.
- 3.3 The Client warrants that it has the necessary rights and permissions to use content, images, logos, trademarks, data, videos, documents and other materials supplied to EASYWORKS.
- 3.4 Client delays in providing content, feedback, approvals, access or payment may affect project timeframes and scheduling.
- 3.5 The Client is responsible for reviewing and approving the website, application, content, functionality and other deliverables before final launch or handover.

4. Project Changes and Additional Work

- 4.1 A project includes only the work reasonably described in the accepted quote, proposal or agreed scope.
- 4.2 A request that changes or expands the original scope may be treated as additional work.
- 4.3 Additional work may be charged at an agreed hourly rate, at a fixed price agreed before the work begins, or under a revised quote or proposal.
- 4.4 Minor adjustments reasonably necessary to complete the agreed scope will not automatically be treated as additional work.

5. Client Approvals

- 5.1 Approvals may be provided electronically, including through the EASYWORKS approval system, email, online portal, text message or another written electronic communication.
- 5.2 An approval request may identify the project, deliverable or change being approved and may attach the exact version of relevant terms, policies or other documents.
- 5.3 EASYWORKS may record approval evidence including the approver's typed name, email address, position or authority, date and time, the exact document versions accepted, a document content hash, IP address and basic browser or device information.
- 5.4 Once the Client approves a design, feature, stage or deliverable, later changes to that approved work may be treated as additional work and may require a new approval.
- 5.5 EASYWORKS may rely on instructions and approvals received from the Client or a person reasonably represented as authorised to act for the Client.

6. Fees, Deposits and Payment

- 6.1 Fees will be specified in the applicable quote, proposal, subscription, invoice or other written agreement.
- 6.2 Unless the accepted quote or proposal states otherwise, 50% of the quoted project price is payable as a deposit before work commences and the remaining 50% is payable on completion of the agreed work.
- 6.3 A quote or proposal may specify a different deposit, milestone or progress-payment structure, and that structure will apply to that project.
- 6.4 EASYWORKS is not required to commence work until any required deposit or upfront payment has been received.
- 6.5 Unless otherwise stated, all amounts are in Australian dollars. Quotes and invoices will state how GST is treated, and any applicable GST will be charged and identified as required.
- 6.6 EASYWORKS may pause or delay work, hosting, maintenance, support or other ongoing services while an amount is materially overdue, after giving reasonable notice where practicable.
- 6.7 Final deliverables, administrative access, source files or transfer of agreed intellectual property rights may be withheld until all amounts relating to the project have been paid in full.
- 6.8 The Client is responsible for separately identified third-party charges, including hosting, domain registration, email services, software subscriptions, API usage, database hosting, payment processing and other external services.

7. Subscriptions, Hosting and Ongoing Services

- 7.1 Some services may be provided on a recurring monthly, annual or other subscription basis.
- 7.2 Subscription pricing, inclusions and billing frequency will be stated in the applicable proposal, order or subscription.
- 7.3 Unless otherwise agreed, recurring fees are payable in advance.
- 7.4 Hosting, maintenance and subscription services remain available only while applicable fees are paid.
- 7.5 EASYWORKS may change recurring fees by giving reasonable prior notice. If the Client does not accept a material increase, the Client may cancel the affected recurring service before the increase takes effect.
- 7.6 Where the Client cancels a recurring service, cancellation takes effect at the end of the current paid billing period unless otherwise agreed.

7.7 Amounts already paid for a current billing period are not refundable merely because the Client chooses to stop using the service during that period, except where required by law.

8. Third-Party Services and Integrations

- 8.1 Websites, applications and services may rely on external providers for hosting, databases, authentication, content management, payments, notifications, artificial intelligence, analytics, email, domains and other functionality.
- 8.2 Third-party integrations are subject to the provider's availability, pricing, terms, APIs, permissions, technical capabilities and continuing support.
- 8.3 EASYWORKS does not control third-party providers and cannot guarantee that a third-party service or integration will remain available, unchanged, compatible or free of charge.
- 8.4 EASYWORKS is not responsible for an outage, service interruption, security incident, pricing change, account suspension, API change or other failure caused by a third-party provider, except to the extent caused by EASYWORKS' own breach, negligence or other liability that cannot lawfully be excluded.
- 8.5 Additional work required because a third-party provider changes or discontinues a service may be chargeable.

9. Domains, Accounts and Access

- 9.1 Where practical, domains and important third-party accounts intended to belong to the Client should be registered in the Client's name or transferred to the Client.
- 9.2 The Client is responsible for maintaining payment details and renewals for domains and subscriptions held in its own name.
- 9.3 EASYWORKS is not responsible for expiry or loss of a domain, service or account where payment or renewal was the Client's responsibility.
- 9.4 The Client must keep usernames, passwords, administrator credentials and access details secure.
- 9.5 EASYWORKS may retain reasonable administrative access where necessary to provide hosting, maintenance, support or other ongoing services.

10. Intellectual Property

- 10.1 The Client retains ownership of content, logos, trademarks, data, photographs, videos and other materials supplied by the Client.
- 10.2 After full payment of all amounts due for the project, the Client receives ownership of, or the agreed rights to use, the final custom deliverables specifically created for that Client, subject to this clause and any specific licence terms in the accepted quote.
- 10.3 EASYWORKS retains ownership of pre-existing code, software, systems, templates, tools, reusable components, libraries, general methods, processes, know-how, development techniques, concepts, and code or functionality developed independently of the Client's specific project.
- 10.4 EASYWORKS also retains ownership of any EASYWORKS platform, SaaS product, shared system or underlying product that is licensed or subscribed to rather than sold.
- 10.5 Where EASYWORKS-owned materials are incorporated into a Client project, EASYWORKS grants the Client a continuing licence to use those materials as part of the completed project for its intended purpose, subject to payment and any stated licence restrictions.
- 10.6 Open-source and third-party software remain subject to their applicable licences.

11. Portfolio and Promotional Use

- 11.1 Unless the Client requests otherwise in writing, EASYWORKS may display the Client's name, logo, website or application and a general description of completed work in its portfolio, website, social media and promotional material.
- 11.2 EASYWORKS will not knowingly disclose confidential information or private Client data for promotional purposes.

12. Testing, Bugs and Warranty Period

- 12.1 EASYWORKS will use reasonable care and skill in developing and testing the agreed deliverables.
- 12.2 Software and websites may contain defects or require adjustment after launch.
- 12.3 Unless otherwise agreed, the Client should report a defect that causes the deliverable not to operate materially in accordance with the agreed scope within 30 days after launch or handover.
- 12.4 Where the issue is a genuine defect in work performed by EASYWORKS, EASYWORKS will use reasonable efforts to correct it without additional development charges.
- 12.5 New features, changed requirements, Client changes, third-party changes, later browser or operating-system changes, misuse, unauthorised modification and work outside the original scope are not defects covered by clause 12.4.

13. Maintenance and Support

- 13.1 Ongoing maintenance or support is not included unless specifically stated in the applicable quote, proposal or subscription.
- 13.2 Maintenance may include agreed updates, monitoring, minor changes, technical support or other services specified in the applicable plan.
- 13.3 Maintenance does not automatically include major redesigns, new features, significant integrations, large content changes or redevelopment unless specifically agreed.
- 13.4 Support response times are not guaranteed unless a specific service level has been agreed in writing.

14. Data, Backups and Security

- 14.1 EASYWORKS will take reasonable steps appropriate to the services being provided to protect systems and information under its control.
- 14.2 No internet-connected system can be guaranteed to be completely secure, uninterrupted or free from vulnerabilities.
- 14.3 Unless backup services are specifically included, the Client remains responsible for maintaining appropriate independent copies of important business information and content.
- 14.4 EASYWORKS is not responsible for loss caused by third-party outages, cyberattacks, Client actions, compromised Client credentials or events outside EASYWORKS' reasonable control, except to the extent EASYWORKS is legally responsible for the loss.
- 14.5 The Client must promptly notify EASYWORKS if it becomes aware of unauthorised access, compromised credentials or a suspected security incident affecting a service provided by EASYWORKS.

15. Privacy and Personal Information

- 15.1 Each party must handle personal information in accordance with applicable privacy laws and its own legal obligations.
- 15.2 The Client is responsible for ensuring that its collection and use of personal information through a website or application is lawful and supported by any necessary notices, consents, policies and procedures.
- 15.3 Where EASYWORKS processes personal information on behalf of the Client solely to provide agreed services, EASYWORKS will take reasonable steps to use that information only for those services, related administration, security, legal compliance or as otherwise authorised.
- 15.4 Additional privacy, data processing or security terms may be required for projects involving sensitive information, health information, financial information, children's information or other higher-risk data.
- 15.5 EASYWORKS' own handling of personal information is described in its Privacy Policy.

16. Confidentiality

- 16.1 Each party must keep confidential information received from the other party confidential and must not disclose it except as necessary to perform the services, with consent, to professional advisers under confidentiality obligations, or where required by law.

16.2 Confidential information does not include information that is already publicly available through no breach of these Terms or is independently developed without use of the other party's confidential information.

17. Client Content and Lawful Use

17.1 The Client must not use a service provided by EASYWORKS for an unlawful, fraudulent, abusive or malicious purpose.

17.2 The Client is responsible for the legality and accuracy of content, products, services, claims and information published or supplied by the Client.

17.3 EASYWORKS may refuse to publish, host or assist with content or functionality that it reasonably believes is unlawful, fraudulent, infringing or likely to create material legal or security risk.

18. Artificial Intelligence and Automated Tools

18.1 EASYWORKS may use AI-assisted tools and other automated development tools as part of coding, design, testing, research, documentation or internal business processes.

18.2 Where a project specifically includes an AI-powered feature, that feature may depend on a third-party AI provider and will be subject to the agreed scope and the provider's terms, availability and technical limitations.

18.3 AI-generated outputs may be incomplete, inaccurate or unsuitable for a particular purpose. Unless expressly agreed, the Client remains responsible for appropriate human review of material decisions, publications or actions based on AI-generated output.

18.4 EASYWORKS does not guarantee the accuracy, completeness or continuing availability of third-party AI outputs or services, but remains responsible for its own services to the extent required by law and these Terms.

19. Project Timeframes

19.1 Any delivery date or timeframe is an estimate unless expressly agreed in writing as a fixed deadline.

19.2 EASYWORKS will use reasonable efforts to meet agreed timeframes.

19.3 EASYWORKS is not responsible for delay caused by delayed Client feedback or approvals, scope changes, unavailable Client content, third-party services, technical issues outside EASYWORKS' reasonable control or events beyond its reasonable control.

19.4 Where the Client causes a significant delay, EASYWORKS may reasonably reschedule the work based on current availability.

20. Suspension of Services

20.1 EASYWORKS may suspend work or ongoing services where payment is materially overdue, the Client materially breaches these Terms, continued operation creates a genuine security risk, continued operation may be unlawful, or a third-party provider suspends a service required for the project.

20.2 Where reasonably practicable, EASYWORKS will give the Client notice and an opportunity to rectify the issue before suspension.

21. Cancellation and Termination

21.1 Either party may terminate an ongoing service by giving the notice specified in the applicable proposal, subscription or agreement.

21.2 For fixed-price project work, the Client may cancel the project at any time but remains responsible for work completed up to cancellation, approved third-party costs and commitments already incurred, and other non-refundable expenses reasonably incurred for the project.

21.3 If the deposit exceeds the value of work and non-refundable costs incurred at cancellation, EASYWORKS will account for the balance and refund any amount required by law or the agreed project terms.

21.4 EASYWORKS may terminate an agreement where the Client commits a serious breach and does not remedy it within a reasonable period after notice.

21.5 On termination, outstanding invoices become payable in accordance with their payment terms. Provisions intended to continue after termination, including intellectual property, confidentiality, unpaid fees and lawful liability limitations, continue to apply.

22. Australian Consumer Law

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

22.2 Where the law permits liability for a failure to comply with a guarantee relating to services to be limited, EASYWORKS may limit that liability to supplying the services again or paying the reasonable cost of having the services supplied again, as permitted by law.

23. Warranties and Availability

23.1 Except for rights and guarantees that cannot lawfully be excluded, EASYWORKS does not guarantee that a website, application or service will operate without interruption at all times, software will be entirely defect-free, third-party services will remain available, search rankings or particular commercial outcomes will be achieved, or a website or application will remain compatible with every future device, browser, platform or external service.

23.2 Recommendations, estimates, forecasts and opinions are given in good faith but are not guarantees of future performance.

24. Limitation of Liability

24.1 Nothing in these Terms limits or excludes liability that cannot lawfully be limited or excluded.

24.2 To the maximum extent permitted by law, EASYWORKS is not liable for indirect, incidental, special or consequential loss, or loss of profits, revenue, business opportunity, goodwill or anticipated savings, except to the extent such liability cannot lawfully be excluded.

24.3 To the maximum extent permitted by law, EASYWORKS' total aggregate liability arising from a particular project or service is limited to the total amount paid or payable by the Client to EASYWORKS for that project or service during the 12 months immediately preceding the event giving rise to the claim.

24.4 The limitations in this clause do not apply to fraud, wilful misconduct or other liability that the law prohibits from being limited or excluded.

25. Client Indemnity

25.1 To the extent permitted by law, the Client indemnifies EASYWORKS against third-party claims, losses or reasonable costs arising directly from Client-supplied content that infringes another person's rights, unlawful Client instructions, unlawful use of the services, or a material breach by the Client of these Terms.

25.2 The Client is not responsible under this indemnity to the extent the claim or loss was caused by EASYWORKS' negligence, breach or unlawful conduct.

26. Force Majeure

26.1 Neither party is liable for delay or failure to perform an obligation caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, power failure, telecommunications outages, widespread cyber incidents, government actions, widespread internet failures or major third-party platform outages.

26.2 This clause does not excuse an obligation to pay an amount already due.

27. Dispute Resolution

27.1 If a dispute arises, the parties agree to first attempt to resolve it through direct good-faith discussions.

27.2 A party raising a dispute should provide reasonable details of the issue and the outcome sought.

27.3 If the dispute cannot be resolved directly, the parties should consider mediation before commencing court proceedings, except where urgent relief is reasonably required.

27.4 Nothing in this clause prevents either party from exercising rights available under applicable consumer protection laws.

28. Electronic Communications and Acceptance

28.1 The parties agree that communications, approvals, notices and contractual acceptance may occur electronically to the extent permitted by law.

28.2 The Client may accept these Terms by clicking an acceptance button, completing an electronic approval form, accepting a quote electronically, making a required payment after being given these Terms, or instructing EASYWORKS to commence services after being given these Terms.

28.3 EASYWORKS may retain electronic records relating to acceptance, including the Client's name, business or organisation name, email address, position or authority, date and time, the version of the Terms accepted, acceptance method, IP address, basic browser or device information, and content hashes or other records identifying the documents accepted.

28.4 The Client agrees that these electronic records may be retained and used as evidence of the approval or contractual relationship, subject to applicable law and the EASYWORKS Privacy Policy.

29. Changes to These Terms

29.1 The Terms applying to a fixed project are generally the version accepted for that project.

29.2 EASYWORKS may update these Terms from time to time.

29.3 For ongoing or subscription services, EASYWORKS will provide reasonable notice of a material change that affects the Client's rights or obligations. Where appropriate, the Client may cancel an affected recurring service before a materially adverse change takes effect.

29.4 A change will not retrospectively remove rights that have already accrued.

30. General

30.1 These Terms, together with the applicable accepted quote, proposal, order, subscription or written agreement, form the agreement between EASYWORKS and the Client for the relevant services.

30.2 Neither party may assign its rights or obligations without the other party's consent, which must not be unreasonably withheld, except as part of a genuine sale, succession or restructure of the relevant business.

30.3 If any provision is invalid or unenforceable, the remaining provisions continue to apply.

30.4 A failure or delay in exercising a right does not waive that right.

30.5 These Terms are governed by the laws of Victoria, Australia, and the parties submit to the courts and tribunals having jurisdiction in Victoria, subject to rights that cannot lawfully be excluded.

31. Contact Details

31.1 Business: EASYWORKS.

31.2 Legal entity: Michael Peachey as trustee for the Peachey Family Trust, trading as EASYWORKS.

31.3 ABN: 19 483 062 046.

31.4 Email: easyworksscheduler@gmail.com.

DIGITAL ACCEPTANCE

- I confirm that I have been given the opportunity to read and understand the EASYWORKS Terms and Conditions.
- I confirm that I am authorised to accept these Terms personally or on behalf of the business or organisation named in the approval or acceptance form.
- I agree to be legally bound by these Terms and any applicable accepted quote, proposal, order or subscription.
- I consent to the agreement, approvals and related communications being entered into and provided electronically.

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