



Terms of Use

Latest Update: October 2025

[Hai Helper Pty Ltd, ACN [686 907 317]] (**Platform Owner, We/we, Us/us, Our/our**) exclusively owns and operates the online platform referred to as “Hai Helper” (**Web-based Application or Platform**) and all intellectual property in and associated with the Platform.

The following Platform terms of use (**Terms of Use**) govern your access to and use of this Platform and the products and services available through this Platform (**Goods and Services**).

By using this Platform and any related Goods and Services, you are agreeing to all of the Terms of Use, current at the time of your use of the Platform.

1 Amendments to the Terms of Use

- a) The Platform Owner reserves the right to amend these Terms of Use from time to time at its discretion (**Amendments**).
- b) Amendments will be effective immediately. Where practicable we will endeavour to notify you of the Amendments to the Terms of Use.
- c) Your continued use of the Platform following any such Amendment will represent an agreement by you to be bound by the Amendments to the Terms of Use.
- d) We suggest you check the Terms of Use regularly to ensure you are aware of the most up to date terms.

2 Platform usage and Client Data

- a) Access to the Platform is provided by a web browser on a temporary and limited basis for the purpose of browsing and interacting with the Platform.
- b) We reserve the right to withdraw or amend the Platform and any Good or Services listed on the Platform without notice. We will not be liable if for any reason this

Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Platform.

- c) You must evaluate AI output for accuracy and appropriateness for your use.
- d) You acknowledge that the AI output should not be relied upon for making medical, financial, legal or other important decisions about any person without appropriate professional advice, and you agree to seek such professional advice before making any such decisions.
- e) At the time you register to use the Platform you may be required to provide **Client Data**, namely:
 - (i) Your name, valid email address, or valid phone number;
 - (ii) Credit/ debit card information or bank account details for payment purposes;
 - (iii) Any other information required to complete the registration process.
- f) Failure to supply correct Client Data (which includes, but is not limited to, information set out in clause 2(e), **Personal Information** (defined in the Privacy Policy) and Artificial Intelligence (**AI**) data, namely, information generated by way of conversational AI agents that interact with you may result in us cancelling your registration.
- g) You agree to update your Client Data if there are any changes to ensure that it is current and accurate at all times. You agree to update us to the extent you become aware of any such changes in relation to your account.
- h) You agree to permit us to use the Client Data for the purpose of providing the functionality of the Platform and any related purpose, including but not limited to AI model training, refinement and optimisation, machine learning development, user behaviour analysis, improvement of AI- driven assistant capabilities, or any other related purposes. You grant us a perpetual, worldwide, royalty-free license to use, modify, and incorporate the Client Data (and other data we collect from you) into our AI models and systems. You acknowledge that in order to do so, we may share the Client Data and other data with other parties, including but not limited to stakeholders, suppliers, and AI technology partners. You understand and agree that any AI-generated content, recommendations, or insights created through the Platform are owned exclusively by us, regardless of the input data used.
- i) You are responsible for maintaining the security of your login and account information (including the password). We are not liable for any loss or damage from your failure to comply with this security obligation.

- j) All Client Data will be stored and maintained by or on behalf of us in accordance with Australian privacy law.
- k) Our use of any Personal Information (defined in the Privacy Policy) provided within the Client Data will be in accordance with our Privacy Policy, which sets out how we will use your information.

3 Goods and Services and features

- a) This Platform provides AI-driven assistance, personalised budget management, and educational tools to support NDIS participants. While we aim to help users make informed decisions about their care and funding, this application is not a substitute for professional advice and should be used in conjunction with appropriate professional support services.
- b) The Platform is built to assist NDIS participants purely and will give source references within the generative AI chat section of the Platform.
- c) We reserve the right to modify the Platform and the Goods and Services at any time at our sole discretion. We may update you upon making any such changes.
- d) We will endeavour to ensure that the Platform will be available at all times; however, we do not guarantee this.
- e) The Platform may not be available during any or all of the following times:
 - (i) During maintenance events or due to agreed emergency maintenance;
 - (ii) Due to problems that occur due to your telecom or internet service providers or connection. We accept no liability for any loss or damage that occurs as a result of your telecom or internet service provider;
 - (iii) Due to anything or event affecting the availability of any third-party foundational models; and
 - (iv) Due to action or inaction of you.

4 Fees and payment

- a) By accepting the Terms and Conditions you authorise us or any third-party service provider to debit your account at the relevant financial institution connected with the payment details identified and provided in your Client Data for payment of all fees and charges (**Fees**).

- b) By accepting the Terms and Conditions you agree that we are authorised to process payment for the Fees.
- c) You acknowledge that it is your responsibility to ensure that there are sufficient cleared funds or financial capacity in the nominated account to honour the transaction when it falls due.
- d) We must not be held responsible for any fees and charges imposed by your financial institution or any other third party that may be incurred if there are insufficient funds in your account or if the payment fails.
- e) You are responsible for providing complete and accurate billing and contact information to us, and we must not be held responsible for any loss or damage caused by you providing incomplete billing information.
- f) You must reimburse us for any reasonable out of pocket expenses including but not limited to expenses that we incur in providing the Service.
- g) Termination will not affect any of our accrued rights or your accrued liabilities as at the time of termination. For the avoidance of doubt, you are liable to pay all outstanding fees and charges that have accrued as at termination, including, and the Fees.
- h) The Platform is offered on a subscription basis. Current pricing is AUD \$9.95 per month or AUD \$99 per year (inclusive of GST). We will notify you of any change to Fees before it takes effect.
- i) Subscriptions renew automatically at the end of each billing period using your nominated payment method, unless you cancel before the renewal date.
- j) You may cancel at any time through your account settings or by contacting us. Cancellation takes effect at the end of your current billing period, and you keep access until then.
- k) Except where required by the Australian Consumer Law, Fees paid are non-refundable and we do not refund partial billing periods. Nothing in this clause limits your rights under the Australian Consumer Law.

5 **Linked Sites**

- a) This Platform may contain links to other websites (**Linked Sites**), which are not operated by Platform Owner.
- b) The Platform Owner has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of the Linked Sites.
- c) Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such Linked Sites, if any.

6 **Privacy policy**

- a) Our privacy policy, which sets out how we will use your information, can be found at [Privacy Policy](#)
- b) By using this Platform, you consent to the processing described the Privacy Policy and warrant that all data provided by you is accurate.

7 **Prohibitions**

- (a) Access to the Platform is provided to you on the basis that you must not misuse this Platform. Accordingly, you will not do any of the following:
 - (i) Commit or encourage a criminal offence;
 - (ii) Transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - (iii) Hack into any aspect of the Platform; corrupt data; cause annoyance to other users;
 - (iv) Maliciously interrupt the purchase of Goods and Services from the Platform;
 - (v) Infringe upon the rights of any other person's proprietary rights;
 - (vi) Send any unsolicited advertising or promotional material (spam); or
 - (vii) Attempt to affect the performance or functionality of any computer facilities of or accessed through this Platform.
- (b) You acknowledge that breaching this prohibitions clause would constitute a criminal offence and, if breached, the Platform Owner will report any such

breach to the relevant law enforcement authorities and disclose your identity to them.

- (c) The Platform Owner will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computing devices, programs, data or other proprietary material due to your use of this Platform or to your downloading of any material posted on it, or on any Linked Sites.
- (d) We reserve the right to delete your account immediately if you are in breach of any of the Terms and Conditions, or due to any behaviour including but not limited to any dishonest, discourteous, or otherwise unprofessional behaviour by you in relation to the Platform Owner.

8 Intellectual property, software and content

- a) The intellectual property rights in all software, the Goods and Services and Platform content (including photographic images, text, audio, video), user interface, the AI assistant functionality, machine learning models, algorithms, and AI-generated content, the data derived from use of the Platform (including all user interactions with the AI assistant), and any other documentation, information or materials made available to you on or through this Platform remain the exclusive property of the Platform Owner or its licensors and are protected by copyright laws and treaties around the world.
- b) The Platform Owner and its licensor (where appropriate) reserve all such rights. For the avoidance of doubt, nothing in the Terms and Conditions or otherwise creates the right for you to sublicense the Platform, or your Platform account or assigns any ownership rights to you.
- c) By accepting the Terms and Conditions you undertake not to reverse engineer, publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Platform, nor may you use any such content in connection with any business or commercial enterprise.
- d) We reserve all our rights to seek compensation, damages, injunctions, or any other remedy available to us at law if any attempt to do so, whether successful or unsuccessful, is made by you or any of your affiliates.

9 Disclaimer of liability

- (a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law (**ACL**), the

material displayed on this Platform is provided without any guarantees, conditions or warranties as to its accuracy.

- (b) To the fullest extent permitted by law, the Platform Owner hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute Goods and Services, arising out of or related to the use, inability to use, performance or failures of this Platform or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (c) The Platform and its AI assistant functionality are made available to you on an "as is" basis. We make no warranties, representations or conditions of any kind regarding the accuracy, reliability, completeness or appropriateness of AI-generated responses, recommendations or content.
- (d) This disclaimer does not affect the Platform Owner's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under the ACL or other law.
- (e) Your use of the Platform is at your own discretion and risk, and you will be solely responsible for any resulting loss or damage, including but not limited to, any loss of data or damage to your computing devices from viruses that may be downloaded to your computing devices in the course of using the software. Some jurisdictions do not allow the exclusion of certain warranties, the limitation or exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. If you reside in such a jurisdiction, the above limitations will apply to you to the fullest extent permitted under applicable law.
- (f) The information and content of the Platform, including the output generated by the AI functionality, do not constitute any legal, medical or financial advice.
- (g) We disclaim:
 - (i) All liability whatsoever, including but without limitation to any:
 - (h) direct, indirect, special, incidental, punitive, exemplary, reliance or consequential damages;

- (i) loss of use, profits, or other intangibles;
 - (ii) network interruptions;
- (i) loss or damage to goodwill or reputation;
- (j) loss of information or data; and
 - (i) Loss or damage arising out of your use of the Platform.
- (k) Our maximum aggregate liability to you for any claims, damages, injuries or causes whatsoever, and regardless of the form of action (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason), will at all times be limited to the greater of:
 - (i) The amount paid, if any, by you to us in connection with the Platform in the two (2) months prior to the action giving rise to liability; or
 - (ii) AUD1.00.

10 Disclaimer as to ownership of trademarks, images of personalities and third party copyright

- a) Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Platform are in no way associated, linked or affiliated with the Platform Owner and you should not rely on the existence of such a connection or affiliation.
- b) Any trademarks/names featured on this Platform are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to the Platform Owner.

11 Indemnity

You agree to indemnify, defend and hold harmless the Platform Owner, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Platform or your breach of the Terms of Use.

12 Variation

The Platform Owner must have the right in its absolute discretion at any time and without notice to amend, remove or vary the Goods and Services or any page of this Platform.

13 Invalidity

- a) If any part of the Terms of Use is void, voidable, unenforceable or illegal, that part shall be severed and the remainder of the Terms of Use will continue to be valid and enforceable to the fullest extent permitted by law (including any provision in which we exclude our liability to you).
- b) So far as possible where any clause/subclause or part of a clause/subclause can be severed to render the remaining part valid, the clause must be interpreted accordingly.
- c) Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/subclause as is permitted by law.

14 General

- a) You understand that we may use third party vendors, hosting partners, payment processing partner, and artificial intelligence technology providers to provide the necessary hardware, software, networking, storage, payment gateway, AI functionality and related technology required to run the Platform, including its AI assistant features.
- b) We do not warrant that:
 - (i) The Platform Owner will meet your specific requirements;
 - (ii) The Platform, including its AI assistant functionality, will be uninterrupted, timely, secure, error-free, or produce completely accurate or suitable results; or
 - (iii) Any errors in the Platform will be corrected.

15 Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments. Complaints should be sent to [complaints@haihelper.com.au].