

REVIEWSAI TERMS OF SERVICE

CLOUD SERVICES & SAAS AGREEMENT

Last updated: 18 May 2026

Provider: SG Diagnostics Pty Ltd (ACN 662 151 199)

This Cloud Services Agreement (the "Agreement") forms a binding legal contract between **SG Diagnostics Pty Ltd (ACN 662 151 199)** ("ReviewsAI", "we", "us", or "our") and the entity or person accessing, subscribing to, or registering an account to use our cloud platform ("Customer", "you", or "your").

This Agreement governs your cloud-based access to and use of the ReviewsAI web portal, software applications, underlying algorithmic tools, application programming interfaces (APIs), and generative artificial intelligence (AI) report-automation services hosted on our servers (collectively, the "Hosted Services"). By checking "I Agree", completing an account registration, buying platform credits, or processing a report, you certify that you have read, understood, and accept all clauses contained herein.

1. ACCESS TO AND USE OF HOSTED SERVICES

1.1 Provision of Cloud Access. Subject strictly to your un-diluted compliance with this Agreement and the timely payment of all consumption-based fees or report credits, ReviewsAI grants you a limited, non-exclusive, non-transferable, revocable, and non-sublicensable right during your active subscription term to log into and utilize the Hosted Services. This access is granted solely for your internal business operations, including assisting in the analysis and generation of technical engineering report drafts. You explicitly acknowledge that you are acquiring an access privilege to a cloud-hosted platform; no software binaries, executable packages, desktop installations, or source code elements will be provided or transferred to your infrastructure.

1.2 Platform Evolution and Modifications. ReviewsAI operates an adaptive cloud ecosystem leveraging generative AI models. We reserve the unrestricted right to modify, patch, upgrade, alter, or reconfigure the user interface, system architecture, functional modules, and structural outputs at any time without prior liability. Material reductions in functional parameters will be broadcasted 30 days prior via platform notices or email, whereas routine operational optimization, security hardening, or mandatory upstream modifications take effect immediately.

1.3 Infrastructure and AI Model Dependencies. The Hosted Services heavily rely on external third-party cloud hosting infrastructure and specialized third-party large language model (LLM) application programming interfaces (APIs), including but not limited to Microsoft Azure, OpenAI, and Google Cloud. You acknowledge that operational system stability, token processing throughput, and generation availability are explicitly subject to the uptime profiles and technical boundaries enforced by these upstream entities.

2. PROFESSIONAL ENGINEERING OBLIGATIONS & CRITICAL RISK ACCORD

CRITICAL LEGAL DISCLAIMER: ReviewsAI is an assistive text processing automation system. Ultimate engineering accountability, statutory compliance, and sign-off rest exclusively with the human professional.

2.1 ABSOLUTE RETENTION OF PROFESSIONAL JUDGMENT. You explicitly acknowledge, declare, and warrant that you understand the operational nature of generative artificial intelligence and agree to the following allocations of legal risk:

- **(a) Assistive Framework Only:** ReviewsAI functions solely as an automated, assistive productivity and text-drafting mechanism. The platform does not possess professional engineering credentials, does not hold engineering registration or corporate licensing under any regional statutory authority (such as the National Engineering Register (NER), the Board of Professional Engineers of Queensland (BPEQ/RPEQ), or equivalent state-based legal regimes), and is completely incapable of issuing engineering approvals, certifications, design recommendations, or statutory signs-offs.
- **(b) Probabilistic Outputs:** Generative artificial intelligence models are fundamentally probabilistic algorithms. Outputs may incorporate technical inaccuracies, omission of critical site parameters, misinterpretations of tabular structural figures, or completely artificial sentences (commonly categorized as "AI hallucinations"). The platform possesses no context of real-world physical site mechanics beyond the specific data feeds uploaded by you.
- **(c) Mandatory Engineering Verification:** You retain sole, absolute, non-delegable, and comprehensive professional, civil, and criminal liability for examining, validating, reviewing, cross-checking, and verifying every line of text, calculation, and tabular data generated by the platform. Every output must be rigorously mapped against the complete site history, physical core samples, drawing sets, actual field conditions, laboratory test outputs, and all applicable national, local, or industry codes (including, but not limited to, Australian Standards such as AS1726 Geotechnical Site Investigations, AS2870 Residential Slabs and Footings, the National Construction Code (NCC), and municipal engineering guidelines).
- **(d) Absolute Risk Assumption:** Any reliance on, deployment of, or integration of report language or data produced by the Hosted Services into live structural plans, foundation configurations, excavation methodologies, shoring layouts, or client deliverables is done entirely at your own professional risk. SG Diagnostics Pty Ltd explicitly disclaims all liability for physical structures, foundations, or professional omissions.

2.2 Account Security Control. You assume full operational liability for maintaining the absolute confidentiality of all platform login accounts, secondary API tokens, and access credentials. Any consumption charges, credit expenditure, or actions occurring under an account registered to you are legally deemed to be your direct action.

2.3 Strict Operational Prohibitions. You must not under any circumstance, directly or via third-party agents:

- **(a)** Deploy automated scrapers, web spiders, scraping scripts, or custom bots designed to mass-harvest platform text, scrape prompts, extract template architectures, or execute synthetic load tests.

- **(b)** Utilize the Hosted Services, system output layouts, foundational prompts, metadata wrappers, or generated texts to build, fine-tune, pre-train, or support any competing software utility, software-as-a-service application, or algorithmic machine learning model.
- **(c)** Circumvent, hack, neutralize, or attempt to exploit the account limits, payment gateways, token throttling controls, or security architecture embedded in the cloud application.

3. CUSTOMER DATA, PRIVACY PROTOCOLS & AI TRAINING RESTRAINT

3.1 Customer Data Ownership. As between you and ReviewsAI, you retain exclusive ownership of all legal rights, title, and intellectual property interests in the raw engineering drawings, historical borehole logs, field testing metrics, text files, and site images that you upload or input directly into the platform user interface ("Customer Data"). You hereby grant ReviewsAI a limited, non-exclusive, royalty-free, worldwide license to host, parse, cache, duplicate, and transmit the Customer Data solely to the extent necessary to execute the automated functions and render the report files requested by your account.

3.2 Total Model Training Protection. ReviewsAI establishes a strict data privacy framework: we do not utilize your proprietary Customer Data, customuploaded drawing metrics, or finalized engineering report outputs to train, optimize, or fine-tune public, foundational, or multi-tenant generative AI models operated by us or third-party providers. We reserve the right to extract and analyze anonymized, non-identifiable system telemetry metrics (such as API latency trends, processing speeds, and interface error logging profiles) to maintain application architecture stability.

4. INTELLECTUAL PROPERTY AND SYSTEM OWNERSHIP

4.1 Platform Proprietary Rights. SG Diagnostics Pty Ltd and its underlying technology partners retain all exclusive rights, legal titles, and global intellectual property protections in and to the Hosted Services. This encompasses all source code bases, UI designs, specific engineered AI system prompts, structural layout document templates, underlying macros, stylesheets, and functional configuration data sets.

4.2 Transferred Ownership of Generated Draft Content. Consequent to the successful processing and clearance of the corresponding payment or report credits, ReviewsAI hereby automatically assigns and transfers to you all right, title, and interest in the customized textual phrases, compiled drafts, and written report prose documents actively synthesized by the platform utilizing your underlying Customer Data. This transfer does not include ownership of the formatting templates, layout macros, or platform prompt strings used to form the document shell.

5. COMMERCIAL BILLING & THE CONSUMPTION CREDIT ARCHITECTURE

5.1 Pay-Per-Report Consumption Model. The commercial parameters of the Hosted Services are governed exclusively by a consumption-based pricing framework. To trigger the structural compilation and generation of a report document, your platform account must maintain an active positive balance of pre-purchased report tokens or credits ("Credits"). One single Credit entitles the account holder to initiate one full report processing cycle, subject to the credit consumption metrics attached to your specific tier.

5.2 Credit Initiation and Expiry Protocols. A pre-purchased Credit is legally consumed the absolute instant your user account clicks, triggers, or programmatic commands the Hosted Services to initiate the final text synthesis, assembly, and rendering protocols of a downloadable document. Unless otherwise customized under an individual B2B order form, all pre-paid Credits are strictly non-refundable and automatically expire twelve (12) calendar months from the exact timestamp of their purchase block.

5.3 Settlement Failures and Processing Errors. If an open invoice, automated credit card charge, or digital subscription settlement fails or is hit with a retrospective payment chargeback, ReviewsAI reserves the unfettered right to freeze account access, withhold delivery of any pending document outputs, or permanently purge files processed during the disputed billing loop. If a report failure occurs due to a verifiable cloud platform software error, your sole and exclusive legal remedy is the restoration of that single consumed report credit to your active user account.

6. WARRANTY DISCLAIMERS & MANDATORY AUSTRALIAN CONSUMER LAW PARITY

6.1 Absolute As-Is Disclaimer. Subject strictly to the non-excludable protections defined below in Section 6.2, the Hosted Services and all associated machine-generated texts, structural reviews, summaries, or insights are delivered on an "as is" and "as available" baseline. ReviewsAI issues no warranties, guarantees, or representations of any variety—whether verbal, written, express, or implied—that the generated outputs will be architecturally safe, free from errors, structurally compliant with any engineering regime, or automatically accepted by municipal councils, state authorities, or your commercial clients.

6.2 Mandatory Australian Consumer Law Overrides. Our services come with statutory legal guarantees that cannot be excluded, restricted, or altered under the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law (ACL). Nothing within this Agreement acts to strip you of those non-excludable consumer protections. To the maximum extent legally permissible under Australian law, where you qualify for a consumer guarantee under the ACL, ReviewsAI's total liability for any breach of such non-excludable guarantee is limited strictly, at the sole technical election of ReviewsAI, to:

- **(a)** Providing the cloud report-automation services to your account once again; or
- **(b)** Settling the direct verified commercial cost of having the equivalent report-automation services supplied to you again by an alternative provider.

7. INDEMNITY STRATEGIC DEFENSE ACCORD

7.1 Comprehensive Indemnification by Customer. You hereby agree to defend, protect, indemnify, hold harmless, and shield ReviewsAI, its corporate parent entities, directors, operational staff, and third-party infrastructure engineers from and against any and all civil claims, legal liabilities, corporate losses, financial damages, regulatory fines, operational penalties, and legal expenses (calculated on a full solicitor-and-client cost recovery basis) that arise directly or indirectly out of, or are linked to:

- **(a)** Your material breach of any structural provision or behavioral restriction outlined in this Agreement;

- **(b)** Any third-party professional indemnity (PI) claim, civil construction defect suit, structural instability event, site collapse, building foundation failure, project delay penalty, or physical injury claim linked to a real-world building site where you or your firm utilized text, data, or drafts synthesized by the Hosted Services; or
- **(c)** Any violation of professional codes of conduct, state registration requirements, or corporate regulations governing the operations of practicing engineers.

8. COMPREHENSIVE LIMITATION OF LIABILITY

8.1 Exclusion of Indirect and Consequential Damages. To the maximum extent permitted by applicable laws and subject strictly to the consumer overrides in Section 6.2, neither SG Diagnostics Pty Ltd nor its third-party AI framework providers will be held liable under any circumstance for any indirect, incidental, special, remote, consequential, or punitive damages. This exclusion specifically captures, without limitation, losses of corporate profit, operational business revenue interruptions, third-party project delay penalties, costs incurred for secondary structural remediation, foundation retrofitting expenses, or professional negligence cross-claims initiated against you by your developers or builders.

8.2 Total Financial Liability Cap. Subject explicitly to Section 6.2 and to the maximum extent permitted by the laws of New South Wales, the maximum aggregate financial liability of ReviewsAI arising out of, or connected to, this entire cloud service agreement—whether rooted in standard contract breaches, tort actions (including corporate negligence), equity claims, under specific statutes, or otherwise—will never exceed the total cumulative dollar amount of fees or Credit costs actually paid by you to ReviewsAI during the precise twelve (12) month calendar block immediately preceding the specific event that initiated the claim.

9. SYSTEM SUSPENSION AND TERMINATION PROTOCOLS

9.1 Immediate Account Suspension Rights. ReviewsAI retains the unhindered right to immediately freeze, restrict, or suspend your account access and stop the processing of any document, without prior warning or liability, if you fail to pay usage bills on time, breach the code restrictions in Section 2.3, or if your network patterns indicate a malicious cybersecurity threat targeting our cloud systems.

9.2 Termination for Cause. Either party may formally terminate this cloud access agreement if the other party commits a material breach and fails to remedy the breach within 14 days of receiving a written compliance notice.

9.3 Post-Termination Data Retention Window. Upon formal account closure or contract termination, you will be granted a restricted window of exactly 14 calendar days to log into your dashboard and download previously finalized and paid report documents. Upon expiration of this 14-day grace window, ReviewsAI will permanently delete all your account files and Customer Data from its live operational cloud servers without further notice or data-recovery capability.

10. GENERAL JURISDICTIONAL AND LEGAL PROVISIONS

10.1 Governing Law and Exclusive Venue. This Agreement, and all associated legal relations, are governed exclusively by the laws of the State of New South Wales, Australia. Both parties

irrevocably and unconditionally submit to the exclusive territorial jurisdiction of the courts located within New South Wales, and any appellate courts competent to hear appeals from them.

10.2 Statutory Severability. If any single paragraph, clause, or line item within this Agreement is found by an Australian court of competent jurisdiction to be invalid, illegal, or completely unenforceable, that finding will not infect the rest of the document. The invalid provision will be cleanly severed, and the remaining legal clauses will remain in absolute effect.

10.3 Comprehensive Agreement. These Terms of Service constitute the complete, final, and absolute agreement between you and ReviewsAI regarding cloud-based platform usage, completely overtaking and replacing all prior conversations, loose emails, draft structures, or verbal marketing representations.