

Infraspan Pty Ltd – Terms and Conditions

ABN: 29 676 108 106

Effective Date: May 7, 2025

1. Scope of Services

Infraspan provides consulting, advisory, and technical services including (but not limited to) IT infrastructure, cybersecurity, cloud solutions, project management, and digital transformation. The specific scope of services will be defined in a Statement of Work (SOW), proposal, or agreement.

2. Engagement and Payment

The information on this website is intended to provide an overview of our capabilities as an IT consulting company. All engagements are tailored to meet the specific needs and requirements of each client.

Fees, deliverables, and billing arrangements will be outlined in a written agreement or Statement of Work prior to commencement of any services.

Unless stated otherwise, all fees are exclusive of GST. Standard payment terms are 14 days from the date of invoice, and interest may be charged on overdue amounts at a rate of 2% per month.

3. Client Responsibilities

You agree to:

- Provide timely access to information, resources, and personnel as required for
- delivery.
- Ensure that all information you provide is accurate and complete.
- Maintain appropriate internal systems and backups.

4. Confidentiality

Each party agrees to maintain the confidentiality of the other party's proprietary or confidential information and not to disclose such information to any third party without prior written consent, unless required by law.

5. Intellectual Property

- All intellectual property (IP) developed or supplied by Infraspan in the course of
- service delivery remains the property of Infraspan unless otherwise agreed in writing.
- You may receive a non-exclusive, non-transferable license to use deliverables solely for your internal business purposes.

6. Third Party Services

Where services or software provided by third parties are involved, you acknowledge and agree to comply with any applicable third-party terms and licensing conditions. Infraspan does not accept liability for third-party service failures.

7. Liability and Disclaimers

- To the maximum extent permitted by law, we exclude all warranties, guarantees, and liability for loss or damage (including indirect or consequential loss) arising out of or in connection with our services.
- If any condition or warranty is implied into these Terms under consumer law, our liability is limited to re-supplying the services or refunding the fees paid.

8. Force Majeure

We are not liable for any delay or failure to perform obligations due to events beyond our reasonable control, including natural disasters, cyberattacks, pandemic, government actions, or supplier failure.

9. Termination

Either party may terminate an engagement with reasonable notice in writing (usually 14 days) unless otherwise agreed. Upon termination, you agree to pay for all services rendered up to the termination date, including reasonable costs incurred as a result of termination.

10. Governing Law

These Terms are governed by the laws of the State of New South Wales, Australia. However, where services are delivered in other jurisdictions such as Victoria or Tasmania, local laws may also apply. Any disputes shall be subject to the exclusive jurisdiction of the courts of New South Wales, unless otherwise required by applicable local law.

11. Amendments

Infraspan reserves the right to update these Terms at any time. The latest version will be made available on our website.

12. Contact Us

For questions or clarifications regarding these Terms, please contact:

Infraspan Pty Ltd

Email: info@infraspan.com.au

Website: www.infraspan.com.au