

Compli**GUARD** Pty. Ltd.

COMPLIANCE INFRASTRUCTURE

TERMS OF SERVICE

Agreement governing access to and use of the CompliGUARD platform

Effective: 29 October 2026 | Version 1.1

compliguard.com.au

Effective Date 29 October 2026	Next Review 29 October 2027
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1. Acceptance of Terms

By accessing or using the CompliGUARD platform (the 'Service'), you agree to be bound by these Terms of Service ('Terms'). If you are using the Service on behalf of a company or organisation, you represent that you have authority to bind that entity.

If you do not agree to these Terms, do not use the Service.

2. Description of Service

CompliGUARD is an AI-assisted compliance infrastructure platform that assesses health marketing content against four Australian regulatory frameworks:

- Therapeutic Goods Advertising Code 2021 (TGA)
- FSANZ Food Standards Code
- Australian Consumer Law — ACCC advertising guidelines
- AHPRA Guidelines for Advertising Regulated Health Services

CompliGUARD is a compliance operations tool. It is not a substitute for legal advice, and its assessments do not constitute a guarantee of regulatory compliance.

3. Not Legal or Regulatory Advice

All content generated by CompliGUARD, including compliance assessments, risk ratings, recommendations, and reports, is provided for informational purposes only. CompliGUARD is not a law firm and does not provide legal advice.

You are solely responsible for ensuring that your marketing materials comply with all applicable laws and regulations. You should seek independent legal or regulatory advice before making compliance decisions based on CompliGUARD assessments.

4. Accounts and Access

You must create an account to access the Service. You agree to:

- Provide accurate and complete registration information
- Maintain the security of your login credentials
- Notify us immediately of any unauthorised access to your account
- Accept responsibility for all activity that occurs under your account

We reserve the right to suspend or terminate accounts that breach these Terms or where we reasonably suspect fraudulent or harmful activity.

5. Subscription Plans and Fees

CompliGUARD is available on the following plans:

- Starter: Free (includes 2 assessments; additional assessments at \$50 per assessment)
- Practitioner: \$59/month

- Practitioner Plus: \$149/month
- Solo Brand: \$199/month (1 product)
- Professional Brand: \$599/month (up to 5 products)
- Growth Brand: \$999/month (up to 10 products, includes proactive monitoring)
- Scale Brand: \$2,500/month, or \$2,000/month billed annually (up to 50 products, includes proactive monitoring)
- Enterprise: Price on application (50+ products plus dedicated account support)

All fees are in Australian dollars (AUD) and exclusive of GST unless otherwise stated. GST will be added where applicable. Discounted rates may apply under promotional, member or partner arrangements.

Subscription fees are billed in advance on a monthly basis and are non-refundable except as required by Australian Consumer Law. You authorise us to charge your nominated payment method via Stripe.

We reserve the right to modify pricing with 30 days' written notice. Continued use of the Service after a price change constitutes acceptance of the new pricing.

6. Customer Content

You retain ownership of all marketing content, product information, and other materials you submit to CompliGUARD ('Customer Content').

By submitting Customer Content, you grant CompliGUARD a limited, non-exclusive, royalty-free licence to process that content solely for the purpose of delivering compliance assessments.

You represent and warrant that you have the right to submit Customer Content and that doing so does not violate any third-party rights.

We do not use Customer Content to train AI models. Our AI provider (Anthropic) does not use Customer Content to train its models and deletes it from its systems within 30 days under its standard commercial terms. CompliGUARD retains Customer Content and assessment reports in your Audit Vault for the duration of your subscription, as described in our Privacy Policy.

7. Acceptable Use

You agree not to use the Service to:

- Submit content that is unlawful, fraudulent, defamatory, or harmful
- Attempt to reverse engineer, decompile, or extract proprietary information from the platform
- Circumvent or attempt to bypass security or access controls
- Use the Service in a way that could damage, overburden, or impair the platform
- Resell, sublicense, or provide access to third parties without our written consent

8. AI-Generated Content and Limitations

CompliGUARD uses Claude, an AI language model developed by Anthropic, to generate compliance assessments. You acknowledge that:

- AI-generated assessments may contain errors, omissions, or inaccuracies
- AI models reflect regulatory frameworks as of the date of their training and may not reflect recent TGA, FSANZ, ACCC, or AHPRA updates

- Assessments are probabilistic in nature and do not constitute definitive legal or regulatory rulings
- Your organisation is responsible for reviewing all assessments and should not rely on them for compliance decisions without appropriate human review.
- CompliGUARD is a tool to support your compliance process, not replace professional judgement

9. Limitation of Liability

To the maximum extent permitted by Australian law, including the Australian Consumer Law, CompliGUARD's total aggregate liability to you for any claim arising out of or in connection with the Service is limited to the total subscription fees paid by you in the 12-month period immediately preceding the claim.

CompliGUARD is not liable for:

- Any TGA, FSANZ, ACCC, or AHPRA enforcement action or penalty arising from your marketing activities
- Loss of business, revenue, data, goodwill, or anticipated savings
- Indirect, consequential, incidental, or special damages
- Inaccuracies in AI-generated assessments where you have not applied appropriate human oversight

Nothing in these Terms limits liability for fraud, gross negligence, or any liability that cannot be excluded under the Australian Consumer Law.

10. Indemnity

You agree to indemnify, defend, and hold harmless CompliGUARD and its officers, employees, and contractors from any claims, damages, losses, or expenses (including reasonable legal costs) arising from:

- Your use of the Service
- Your breach of these Terms
- Customer Content you submit
- Your violation of any applicable law or third-party rights

11. Warranty

The Service is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, CompliGUARD makes no representations or warranties, express or implied, regarding the operation, availability, accuracy, completeness or reliability of the Service or any content generated through it.

Without limiting the above, CompliGUARD does not warrant that:

- the Service will be uninterrupted, secure or error-free; or
- any AI-generated assessments or outputs will be accurate, complete or fit for any particular purpose

12. Intellectual Property

All intellectual property in the CompliGUARD platform, including software, algorithms, assessment methodologies, reports, and brand assets, is owned by CompliGUARD or its licensors. Nothing in these Terms grants you any rights in CompliGUARD's intellectual property other than as expressly stated.

Compliance reports generated for your Customer Content are owned by you.

13. Termination

You may cancel your subscription at any time by contacting support@CompliGUARD.com.au. Cancellation takes effect at the end of the current billing period. No refunds are provided for partial billing periods except as required by Australian Consumer Law.

We may suspend or terminate your access to the Service immediately if you breach these Terms, fail to pay fees, or if we are required to do so by law.

Upon termination, your Customer Content will be deleted within 30 days.

14. Dispute Resolution

We encourage you to contact us first if you have a complaint or dispute at support@compliguard.com.au. We will work in good faith to resolve disputes within 20 business days.

If a dispute cannot be resolved informally, the parties agree to attempt mediation before pursuing other legal remedies.

These Terms are governed by the laws of South Australia. You submit to the exclusive jurisdiction of the courts of South Australia.

15. Assignment

You cannot assign any of your rights or duties under these Terms without our prior written approval. We reserve the right to assign any of our rights or duties under these Terms to any of our affiliates or to any person or entity, without your prior written approval.

16. Amendments

We may update these Terms from time to time. Material changes will be communicated by email or platform notification at least 14 days before taking effect. Continued use of the Service after the effective date constitutes acceptance of the revised Terms.

17. Contact

CompliGUARD

Email: support@compliguard.com.au

Website: compliguard.com.au