



SYNAPTA™ TERMS & SERVICES AGREEMENT

Effective Date: [Insert Date]

These Terms and Conditions (“**Terms**”) govern access to and use of the SYNAPTA platform, including any software, applications, dashboards, portals, APIs, models, plugins, websites, content, AI tools, educational analytics, cognitive profiling tools, plagiarism detection tools, feedback generation tools, knowledge graph systems, integrations, and related services made available by **Synapta Pty Ltd** (ABN: 16 669 691 703) (“**Synapta**”, “**we**”, “**us**”, or “**our**”).

By clicking “**I agree**”, creating an account, accessing, browsing, integrating with, or using any part of the Platform, you agree to be bound by these Terms, our **Privacy Policy**, our **Acceptable Use Policy**, and any additional policies, product-specific terms, order forms, or institutional terms expressly incorporated by reference (together, the “**Agreement**”). If you do not agree, you must not access or use the Platform.

If you are using the Platform on behalf of a school, university, training provider, employer, or other legal entity, you represent and warrant that you have authority to bind that entity, and “you” includes both you and that entity. If that entity has entered into a separate written agreement with Synapta, that written agreement will prevail to the extent of any inconsistency.

1. WHO WE ARE AND WHAT THE PLATFORM DOES

1.1 Platform Overview.

SYNAPTA is an AI-enabled education and learning platform that may include, depending on the applicable subscription, workspace, or deployment:

- (a) AI-assisted assessment and feedback generation;
- (b) academic integrity, plagiarism, and originality support tools;
- (c) rubric alignment and moderation support;
- (d) student knowledge-gap identification and concept-mastery analysis;
- (e) “at-risk” learner indicators and engagement analytics;
- (f) knowledge graph and concept progression tools;
- (g) educator dashboards and reporting tools;
- (h) student-facing study, retention, and learning-support tools;
- (i) administrative, integration, workflow, and interoperability tools; and
- (j) related research, calibration, explainability, and optimisation features.

1.2 Nature of Services.

The Platform may generate machine-assisted or machine-generated content,

recommendations, classifications, scoring suggestions, concept maps, feedback, flags, summaries, or predictive indicators. These outputs are intended to assist users and institutions and are not inherently determinative, authoritative, or error-free.

1.3 Decision-Support Only.

Unless Synapta expressly states otherwise in writing, the Platform is a **decision-support system only**. Any grades, risk flags, concept progression profiles, misconduct indicators, recommendations, or similar outputs must be reviewed by an appropriately qualified human before being relied upon for academic, disciplinary, welfare, administrative, employment, or other consequential decisions. This reflects the same “decision-support / human review” logic embedded in your Critora contract and the AI accuracy disclaimers used in the source terms.

2. ELIGIBILITY, AUTHORITY, AND ACCOUNT REGISTRATION

2.1 Minimum Age.

You must be at least:

- (a) 18 years old; or
- (b) the minimum age required in your jurisdiction to validly consent to these Terms,

whichever is higher, unless you are accessing the Platform under a school, university, parent, guardian, or institutional arrangement that lawfully authorises such access.

2.2 Minors and Institutional Users.

If you are under 18, you may only use the Platform where such use is expressly authorised by a parent, legal guardian, school, university, or other institution with lawful authority to enable your access and processing of your information.

2.3 Accurate Information.

You must provide true, current, complete, and accurate account, registration, billing, and contact information and keep it updated.

2.4 Account Security.

You are responsible for safeguarding your login credentials, SSO credentials, API keys, tokens, and account access details. You must not share your credentials with unauthorised persons or permit multiple users to access the Platform through a single login unless expressly allowed by us in writing.

2.5 Responsibility for Account Activity.

You are responsible for all activities conducted through your account or credentials, whether or not authorised by you, except to the extent caused directly by Synapta’s breach of applicable law or gross negligence.

2.6 Enterprise / Institutional Domains.

If you register using an email domain owned or controlled by an institution or organisation, your account may be associated with that institution’s workspace or enterprise environment, and the institution or its administrators may be able to control, access,

suspend, export, monitor, or manage your use of the Platform and related data, subject to applicable law and institutional policy.

2.7 Notice of Unauthorised Access.

You must notify us promptly at **[insert support email]** if you know or suspect any unauthorised access to your account, credentials, or the Platform.

3. ACCEPTANCE ARCHITECTURE AND ORDER OF PRECEDENCE

3.1 These Terms apply to all users of the Platform unless a separate written agreement expressly governs the relevant use case.

3.2 If you are using the Platform pursuant to a separate written agreement with Synapta, including an MSA, SaaS Agreement, Order Form, DPA, pilot agreement, reseller agreement, or institutional contract, then the following order of precedence applies to the extent of any inconsistency:

- (a) the signed Order Form or negotiated written agreement;
- (b) any applicable Data Processing Addendum or privacy annex;
- (c) any product-specific supplemental terms;
- (d) these Terms;
- (e) any website policy incorporated by reference.

3.3 Our Privacy Policy, Acceptable Use Policy, Billing Terms, API Terms, and any product-specific or feature-specific terms are incorporated into these Terms by reference.

4. LICENCE AND PERMITTED USE

4.1 Limited Licence.

Subject to your compliance with this Agreement and payment of any applicable fees, Synapta grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable licence to access and use the Platform during the applicable term solely for your lawful internal educational, administrative, learning, research, teaching, assessment, study-support, or other expressly permitted purposes.

4.2 No Transfer of Ownership.

Your use of the Platform does not transfer to you any ownership interest in the Platform, software, models, interfaces, algorithms, prompts, pipelines, documentation, schemas, dashboards, or any Synapta intellectual property.

4.3 Institutional Scope.

If you are an institution or institutional user, your permitted use is limited to your internal educational and administrative purposes unless a separate written agreement expressly provides otherwise.

4.4 Evaluation Use.

If we provide beta, trial, sandbox, pilot, proof-of-concept, or evaluation access, that access

may be limited in duration, scope, or functionality and may be used only for internal evaluation unless otherwise agreed in writing.

5. RESTRICTIONS AND PROHIBITED CONDUCT

You must not, and must not permit any third party to:

5.1 use the Platform in any way that violates applicable law, regulation, court order, governmental direction, academic policy, or third-party rights;

5.2 use the Platform to infringe, misappropriate, or violate intellectual property, confidentiality, privacy, publicity, data protection, moral rights, or other legal rights;

5.3 reverse engineer, decompile, disassemble, decode, derive source code from, or otherwise attempt to discover the underlying structure, models, prompts, embeddings, weights, training artefacts, features, heuristics, or trade secrets of the Platform, except where such restriction is prohibited by non-excludable law;

5.4 use the Platform, Outputs, telemetry, for the purpose of data segmentation/lexical analysis or any part of the Services to build, train, benchmark, fine-tune, validate, or improve any competing AI system, assessment tool, plagiarism tool, educational analytics system, or other competing product or service;

5.5 scrape, harvest, crawl, extract, mirror, copy, or systematically collect data from the Platform except through permitted features or expressly authorised APIs;

5.6 circumvent usage limits, quotas, rate limits, access controls, authentication measures, security controls, geo-restrictions, or protective measures;

5.7 provide access to the Platform on a service bureau, outsourcing, white-label, timeshare, resale, sublicensing, or unauthorised commercial basis;

5.8 upload, submit, generate, transmit, or distribute malware, ransomware, spyware, viruses, worms, Trojan horses, malicious code, or harmful content;

5.9 use the Platform to deceive, impersonate, harass, intimidate, unlawfully surveil, defame, exploit, or harm any person;

5.10 use the Platform in connection with automated adverse decisions about a person, including academic discipline, exclusion, misconduct findings, or comparable material consequences, without meaningful human review;

5.11 use the Platform in safety-critical, clinical, immigration, policing, employment-screening, credit, insurance, or similarly high-risk contexts without Synapta's prior written approval and appropriate safeguards;

5.12 submit material you are not legally entitled to submit, including material restricted by licence, confidentiality obligation, no-derivatives term, or access restriction;

5.13 publish benchmarks, comparative tests, performance analyses, or non-public screenshots of the Platform without our prior written consent;

5.14 use the Platform in a manner that could damage, disable, overburden, interfere with, or impair the Platform or any user's use of it; or

5.15 access the Platform from jurisdictions, persons, or entities subject to applicable sanctions or trade restrictions, or otherwise in breach of export control laws.

These restrictions reflect the same core themes used in Anthropic's user-facing restrictions, OpenAI's enterprise restrictions, and your own Critora contract's non-negotiable platform restrictions.

6. USER CONTENT, INPUTS, AND YOUR RESPONSIBILITIES

6.1 Inputs.

You may submit prompts, documents, assessments, rubrics, notes, data, files, media, metadata, instructions, configurations, or other materials to the Platform ("**Inputs**").

6.2 Your Responsibility for Inputs.

You are solely responsible for your Inputs and represent, warrant, and undertake that:

- (a) you own or control all necessary rights, licences, permissions, notices, and consents to submit those Inputs and to permit us to process them under this Agreement;
- (b) your Inputs do not violate any law, policy, or third-party right;
- (c) your Inputs are accurate to the extent necessary for your intended use case; and
- (d) your Inputs do not include prohibited or unlawfully obtained content.

6.3 Sensitive Data.

You must not submit special-category, highly sensitive, or restricted data unless:

- (a) the Platform and applicable subscription expressly permit it;
- (b) you have all necessary legal authority and notices/consents; and
- (c) all required safeguards are in place.

This includes, by way of example only, health data, biometric data, criminal record data, highly sensitive student welfare records, and government identifiers, unless expressly authorised in writing.

6.4 Backups and Records.

Unless we expressly agree otherwise in writing, the Platform is not your sole system of record. You are responsible for maintaining copies of any data, records, institutional materials, or outputs you require for archival, compliance, appeals, transcript, or regulatory purposes.

7. OUTPUTS, ANALYTICS, AI RESULTS, AND HUMAN REVIEW

7.1 Outputs.

The Platform may generate text, grades, comments, feedback, summaries, classifications, concept maps, mastery scores, rubric alignments, explanations, visualisations, risk indicators, recommendations, or other machine-assisted results (“**Outputs**”).

7.2 No Guarantee of Accuracy.

You acknowledge and agree that:

- (a) Outputs may be inaccurate, incomplete, biased, inconsistent, out of date, or inappropriate for your use case;
- (b) Outputs may reflect probabilistic generation rather than factual determination;
- (c) Outputs may not be unique and similar or identical outputs may be generated for other users;
- (d) the Platform may produce false positives, false negatives, or imperfect correlations, including in relation to plagiarism, misconduct, authorship, student-risk, concept-mastery, or learning analytics; and
- (e) you must independently evaluate the suitability, legality, fairness, and accuracy of Outputs before relying on them.

7.3 Educational and Administrative Reliance.

You must not rely on Outputs as the sole basis for awarding grades, finding misconduct, refusing accommodations, escalating student welfare actions, or making other materially adverse decisions without appropriate human review and due process.

7.4 No Professional Advice.

The Platform does not provide legal advice, regulated educational accreditation advice, mental health advice, medical advice, financial advice, or any other regulated professional advice.

These clauses are directly consistent with the “AI may be inaccurate / do not rely without checking” approach in Anthropic’s terms and the human-review framing in your Critora draft.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Synapta IP.

As between you and Synapta, Synapta and its licensors own and retain all right, title, and interest in and to:

- (a) the Platform and all software, systems, interfaces, designs, code, models, prompts, pipelines, ontologies, taxonomies, features, improvements, and documentation;
- (b) all usage data, telemetry, operational metadata, security logs, and performance data, except to the extent constituting your personal information under applicable law;
- (c) all aggregated, de-identified, and anonymised analytics; and
- (d) all improvements, derivatives, modifications, and learnings relating to the Platform.

8.2 Ownership of Inputs.

As between you and Synapta, you retain your ownership rights in your Inputs, subject to the rights you grant us under these Terms.

8.3 Licence to Synapta.

You grant Synapta a worldwide, non-exclusive, royalty-free licence, with the right to engage subprocessors and infrastructure providers, to host, copy, process, transmit, store, display, reformat, index, analyse, and otherwise use your Inputs as reasonably necessary to:

- (a) provide, maintain, secure, support, and improve the Platform;
- (b) perform requested features and generate Outputs;
- (c) prevent abuse, monitor misuse, enforce these Terms, and comply with law;
- (d) conduct troubleshooting, QA, explainability, calibration, and reliability processes; and
- (e) where permitted under your settings, contract, or applicable policy, develop and improve the Platform and related models.

8.4 Outputs and Analytics Ownership Framework.

Unless a separate written agreement states otherwise:

- (a) you may use Outputs generated for you, subject to these Terms;
- (b) Synapta retains ownership of the Platform, models, analytics layers, ontologies, explainability structures, embeddings, vectors, concept graph architecture, and other system-generated analytics that are not mere verbatim reproductions of your Inputs; and
- (c) analytic transformations, such as scores, profiles, vectors, mastery maps, at-risk indicators, classifications, and explainability artefacts, are deemed platform-generated service artefacts rather than ownership-transferring reproductions of your source material.

8.5 Student Authorship Carve-Out.

Nothing in these Terms transfers ownership of a student's original authored work solely because that work is uploaded to the Platform. Original authored works remain owned by the student or other lawful owner, subject to applicable institutional policies.

8.6 Feedback.

If you provide suggestions, comments, ratings, ideas, improvement requests, bug reports, or other feedback, you grant Synapta a perpetual, irrevocable, worldwide, sublicensable, royalty-free right to use, modify, commercialise, and incorporate that feedback without restriction or compensation to you.

9. PRIVACY, DATA PROCESSING, AND PLATFORM DATA USE**9.1 General**

In connection with the provision, operation, maintenance, support, security, analysis, and improvement of the Platform, Synapta may collect, receive, generate, record, organise, store, adapt, retrieve, combine, analyse, transmit, disclose, de-identify, aggregate, and otherwise use information made available to or generated by the Platform in accordance with these Terms and applicable law.

9.2 Categories of Information

Without limitation, the information referred to in **clause 9.1** may include:

- (a) account, profile, registration, and contact information;
- (b) authentication, access, and administrative information;
- (c) subscription, billing, transaction, and payment-related information;
- (d) Inputs, prompts, uploads, submissions, files, instructions, queries, and other materials submitted to or through the Platform;
- (e) Outputs, responses, suggestions, recommendations, classifications, analytics, summaries, reports, concept maps, scores, and other machine-assisted or system-generated materials;
- (f) feedback, support requests, ratings, comments, bug reports, and communications with Synapta;
- (g) technical, diagnostic, device, browser, network, system, log, telemetry, usage, and performance information;
- (h) course, classroom, institutional, educational, submission, grading, assessment, concept progression, and related operational metadata;
- (i) integration, synchronisation, and interoperability data received from or exchanged with third-party systems, including learning management systems, student information systems, identity providers, storage providers, and related services; and
- (j) security, fraud-prevention, abuse-monitoring, compliance, audit, and incident-response information.

9.3 Operational Use Rights

You acknowledge and agree that Synapta may use the information described in this **clause 9** for its legitimate business and operational purposes connected with the Platform, including to:

- (a) provide and administer access to the Platform;
- (b) host, process, transmit, and display Inputs and Outputs;
- (c) enable, configure, and deliver requested functionality, features, and integrations;
- (d) create, generate, test, refine, and deliver Outputs and related Platform functionality;
- (e) monitor usage, capacity, reliability, stability, quality, and system performance;
- (f) maintain, support, troubleshoot, diagnose, repair, and enhance the Platform;
- (g) investigate, detect, prevent, and remediate misuse, abuse, fraud, security events, policy breaches, and unlawful activity;
- (h) enforce these Terms and protect the rights, property, and safety of Synapta, its users, customers, and third parties;
- (i) conduct internal reporting, service analytics, benchmarking, quality assurance, testing, validation, and operational review;
- (j) develop, improve, recalibrate, optimise, and enhance existing or future products, services, workflows, features, safeguards, and related systems; and
- (k) comply with legal, regulatory, governance, risk-management, and contractual obligations.

9.4 Service Improvement and Development

Without limiting **clause 9.3**, Synapta may use Platform information, including Inputs, Outputs, feedback, interaction histories, usage patterns, technical signals, and related operational information, for internal research, product development, service improvement, quality optimisation, feature enhancement, model behaviour refinement, safety review, and system training, tuning, calibration, validation, and testing purposes, provided that such use is undertaken by Synapta or on its behalf in connection with the Platform and related services.

9.5 De-Identified and Aggregated Use

To the extent reasonably practicable in the circumstances, Synapta may use de-identified, pseudonymised, anonymised, statistical, or aggregated forms of information for analytics, benchmarking, research, service development, commercial planning, product improvement, security review, and related internal business purposes. Information that has been aggregated or de-identified so that it does not reasonably identify any individual or specific customer environment may be used by Synapta on an ongoing basis for lawful business purposes.

9.6 Platform Learnings and Derived Data

You acknowledge that, as between the parties, Synapta may retain and use:

- (a) general learnings, patterns, insights, know-how, and experience obtained in connection with the operation of the Platform;
- (b) usage statistics, performance metrics, diagnostic information, and service telemetry;
- (c) derived data, inferred metadata, technical outputs, benchmarking information, and service analytics generated through use of the Platform; and
- (d) improvements, refinements, calibrations, and adaptations to models, systems, workflows, prompts, taxonomies, scoring logic, ontologies, safety layers, and related service components,

in each case provided that Synapta does not disclose your Confidential Information except as permitted under these Terms.

9.7 Safety, Integrity, and Policy Review

Notwithstanding any other provision of these Terms, Synapta may review, use, preserve, and internally analyse Inputs, Outputs, associated content, and related information where reasonably necessary to:

- (a) investigate potential breaches of these Terms;
- (b) review safety, integrity, abuse, misconduct, plagiarism, or policy-related issues;
- (c) detect harmful, unlawful, or prohibited use;
- (d) improve the Platform's ability to identify, prevent, or respond to such matters;
- (e) support internal audit, governance, and incident-response processes; or
- (f) protect the Platform, its users, customers, and third parties.

9.8 Third-Party Service Providers and Systems

Synapta may engage hosting providers, infrastructure providers, subprocessors, analytics providers, communications providers, payment processors, support providers, and other service providers in connection with the operation and support of the Platform. Synapta may also receive, send, store, or otherwise process information through third-party systems and integrations activated by you, your institution, or your administrators. You acknowledge that use of third-party systems may also be subject to separate third-party terms.

9.9 Data Retention and Handling

Synapta may retain information for so long as reasonably necessary for the purposes described in these Terms, including to provide and improve the Platform, maintain service continuity, preserve security, investigate incidents, perform backup and recovery functions, comply with legal obligations, resolve disputes, and enforce its rights. Synapta may delete, redact, suppress, or de-identify information where it determines that continued retention is no longer reasonably required or appropriate.

9.10 Cross-Border Processing

You acknowledge and agree that information processed in connection with the Platform may be processed, hosted, stored, backed up, reviewed, or accessed in Australia and other jurisdictions in which Synapta, its related bodies corporate, service providers, contractors, or infrastructure partners operate or maintain facilities, subject to applicable law.

9.11 No Restriction on Internal Platform Improvement

Except to the extent expressly agreed otherwise by Synapta in a separate written agreement, nothing in these Terms restricts Synapta from using information lawfully available to it through the operation of the Platform for internal service administration, product development, system improvement, security enhancement, reliability optimisation, analytics, research, and related business purposes connected with the Platform and its associated services.

10. INSTITUTIONAL AND EDUCATOR-SPECIFIC OBLIGATIONS

If you are an educator, administrator, or institution, you further agree that:

10.1 you are responsible for ensuring that your use of the Platform complies with your own policies, academic governance requirements, student notices, appeal rights, moderation procedures, and applicable law;

10.2 you will ensure appropriate human oversight before relying on AI-generated marks, feedback, flags, or analytics;

10.3 you will not represent the Platform as infallible, fully autonomous, or as replacing academic judgment;

10.4 you are responsible for obtaining all permissions, notices, and lawful bases needed to upload or process student work, staff materials, course materials, rubrics, or personal information;

10.5 you will not submit content subject to incompatible third-party licence restrictions; and

10.6 you are responsible for configuring access roles, SSO, MFA, administrator privileges, and data-minimisation settings within your environment.

These are drawn directly from the institution-side governance, human-in-the-loop, privacy, and third-party licence concepts in your Citora agreement.

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These are drawn directly from the institution-side governance, human-in-the-loop, privacy, and third-party licence concepts in your Citora agreement.

11. SUBSCRIPTIONS, FEES, BILLING, AND RENEWALS

11.1 Paid Services.

Certain parts of the Platform may require payment, whether on a subscription, usage-based, seat-based, institution-based, or other pricing model.

11.2 Billing Information.

You must provide accurate and complete billing and payment information and authorise us or our payment processors to charge the applicable fees, taxes, and other agreed charges.

11.3 Recurring Charges.

Where your subscription renews automatically, you authorise recurring charges until cancellation in accordance with the applicable billing flow.

11.4 Non-Refundability.

Except as required by applicable law or expressly stated otherwise, fees are non-refundable.

11.5 Price Changes.

We may update pricing, features, usage allowances, or subscription structure from time to time. For materially adverse changes to a paid subscription, we will provide reasonable prior notice. Continued use after the effective date constitutes acceptance of the revised pricing or terms.

11.6 Suspension for Non-Payment.

If amounts due are overdue, we may suspend or restrict access to all or part of the Platform after providing any notice required by law or contract.

11.7 Taxes.

Unless expressly stated otherwise, fees are exclusive of taxes, duties, levies, and government charges, all of which are your responsibility except taxes imposed on Synapta's net income.

12. AVAILABILITY, CHANGES, BETA FEATURES, AND SUPPORT**12.1 Availability.**

We will use commercially reasonable efforts to make the Platform available, but we do not guarantee uninterrupted or error-free access.

12.2 Maintenance and Updates.

We may modify, update, patch, improve, suspend, or discontinue features, interfaces, models, or functionality from time to time for security, legal, operational, product, or technical reasons.

12.3 Material Functional Reduction.

If you are a paying customer and we materially reduce core paid functionality, we will use reasonable efforts to provide notice and, where appropriate, a transition path, substitute feature, or applicable contractual remedy.

12.4 Beta / Preview Features.

Beta, alpha, experimental, preview, early-access, or evaluation features are provided "as is", may change at any time, may not be supported, and may be discontinued without notice.

13. MONITORING, ENFORCEMENT, AND SUSPENSION

13.1 Monitoring Rights.

We may, but are not obligated to, monitor use of the Platform for security, abuse prevention, policy enforcement, performance, and legal compliance purposes.

13.2 Content Screening and Takedown.

We may remove, block, quarantine, disable, or refuse access to any content or account where we reasonably believe it is unlawful, infringing, harmful, abusive, security-threatening, or in breach of this Agreement.

13.3 Suspension Rights.

We may suspend or restrict access to the Platform, in whole or in part, immediately or prospectively, where we reasonably believe that:

- (a) you breached this Agreement;
- (b) your use poses a security, legal, reputational, operational, or safety risk;
- (c) we are required to do so by law or regulator direction;
- (d) payment is overdue; or
- (e) continued access could harm Synapta, the Platform, other users, or third parties.

13.4 Notice and Restoration.

Where practicable, we will provide notice of suspension and an opportunity to cure. Where the issue is cured to our reasonable satisfaction, we will use reasonable efforts to restore access promptly.

14. CONFIDENTIALITY

14.1 Each party receiving Confidential Information of the other party must:

- (a) use it only as necessary to exercise rights or perform obligations under this Agreement;
- (b) protect it using reasonable security measures; and
- (c) not disclose it to third parties except as permitted by this Agreement or required by law.

14.2 **Confidential Information** includes non-public business, technical, commercial, product, roadmap, security, pricing, model, educational, student, and operational information that a reasonable person would understand to be confidential.

14.3 Confidentiality obligations do not apply to information that:

- (a) becomes public through no fault of the receiving party;
- (b) was already lawfully known without restriction;
- (c) is independently developed without use of the other party's confidential information; or
- (d) is lawfully obtained from a third party without breach.

14.4 A party may disclose Confidential Information to its employees, contractors, advisers, affiliates, and subprocessors who have a need to know and are bound by obligations no less protective than those in this clause.

14.5 Either party may disclose Confidential Information where required by law, court order, or regulatory request, provided it gives prior notice where legally permitted.

15. WARRANTIES AND DISCLAIMERS

15.1 Mutual Authority Warranty.

Each party warrants that it has the authority to enter into this Agreement.

15.2 Platform Conformance Warranty.

Synapta warrants that the Platform will perform in substantial accordance with the applicable Documentation under normal authorised use, subject to the limitations of AI systems, third-party dependencies, internet connectivity, user configuration, and beta/experimental features.

15.3 General Disclaimer.

Except to the extent prohibited by non-excludable law, the Platform is provided “**as is**” and “**as available**”. Synapta disclaims all warranties, representations, and guarantees not expressly stated in this Agreement, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, availability, title, satisfactory quality, and quiet enjoyment.

15.4 AI-Specific Disclaimer.

Synapta does not warrant that:

- (a) Outputs will be accurate, unique, complete, or appropriate for your intended use;
- (b) plagiarism, misconduct, authorship, or originality findings will be definitive;
- (c) concept progression models or at-risk indicators will predict real-world outcomes; or
- (d) the Platform will operate without interruption, latency, false positives, false negatives, or model drift.

16. INDEMNITY

16.1 You agree to indemnify, defend, and hold harmless Synapta, its affiliates, officers, employees, contractors, licensors, and agents from and against any claims, liabilities, damages, losses, settlements, penalties, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- (a) your breach of this Agreement;
- (b) your Inputs;
- (c) your violation of law or third-party rights;
- (d) your misuse of Outputs or reliance on Outputs without required human review;
- (e) your use of the Platform in prohibited, unlawful, discriminatory, or high-risk ways; or
- (f) your breach of third-party licence terms relating to content or systems you connect to the Platform.

16.2 Synapta may assume control of the defence and settlement of any indemnified claim, and you must provide reasonable cooperation at your expense.

17. LIMITATION OF LIABILITY

17.1 To the fullest extent permitted by law, neither party will be liable to the other for any indirect, incidental, special, exemplary, punitive, or consequential loss, including loss of profits, revenue, goodwill, business opportunity, anticipated savings, data value, or reputational damage, even if advised of the possibility.

17.2 To the fullest extent permitted by law, Synapta's aggregate liability arising out of or in connection with the Platform and this Agreement will not exceed:

- (a) for paid users, the total fees paid by you to Synapta for the 12 months immediately preceding the event giving rise to the claim; or
- (b) for free-tier users, AUD \$100.

17.3 The exclusions and caps in this clause do not apply to the extent prohibited by law and do not limit liability for:

- (a) fraud or wilful misconduct;
- (b) death or personal injury caused by negligence where liability cannot lawfully be excluded;
- (c) non-excludable statutory rights; or
- (d) your payment obligations and indemnity obligations.

18. TERMINATION AND EFFECT OF TERMINATION

18.1 Termination by You.

You may stop using the Platform at any time. If you hold a subscription, cancellation takes effect in accordance with the applicable billing terms unless otherwise required by law.

18.2 Termination by Synapta.

We may suspend or terminate your access immediately if:

- (a) you materially breach this Agreement;
- (b) required by law;
- (c) your use creates unacceptable risk;
- (d) your account is inactive for an extended period on a free plan; or
- (e) we discontinue the relevant Service or product line.

18.3 Effect of Termination.

On termination:

- (a) your right to access and use the Platform ceases immediately;
- (b) we may delete or de-identify your account data and Inputs in accordance with our retention practices, Privacy Policy, legal obligations, and any applicable written agreement;
- (c) accrued rights and obligations survive; and

(d) if you are an institution or enterprise customer, data export and retention rights will be governed by the applicable written agreement where one exists.

18.4 Survival.

Clauses that by their nature should survive termination survive, including clauses relating to IP, confidentiality, privacy, indemnity, limitations of liability, dispute resolution, payment obligations, acceptable use, and enforcement.

19. CHANGES TO THESE TERMS

19.1 We may update these Terms from time to time.

19.2 If we make a material change, we will provide reasonable notice by posting the updated Terms on the Platform, notifying you through the Platform, emailing the email associated with your account, or by other reasonable means.

19.3 Unless otherwise stated, the updated Terms take effect on the stated effective date. Your continued use of the Platform after that date constitutes acceptance of the updated Terms.

20. THIRD-PARTY SERVICES

20.1 The Platform may interoperate with, depend on, or link to third-party systems, software, services, websites, datasets, APIs, content sources, identity providers, payment providers, or LMS/SIS products.

20.2 Synapta is not responsible for third-party services, and your use of them may be subject to separate third-party terms and policies.

20.3 We do not warrant continued interoperability with third-party systems where those systems are changed, withdrawn, deprecated, or restricted by their providers.

21. EXPORT CONTROLS, SANCTIONS, AND COMPLIANCE

21.1 You represent and warrant that:

- (a) you are not located in, organised in, or ordinarily resident in any prohibited or sanctioned jurisdiction to which the Platform cannot lawfully be supplied;
- (b) you are not a denied, blocked, or sanctioned person or entity; and
- (c) you will not permit access to the Platform in breach of applicable export control or sanctions laws.

21.2 We may suspend or terminate access where required to comply with trade restrictions, sanctions regimes, or applicable law.

22. GENERAL

22.1 Entire Agreement.

This Agreement constitutes the entire agreement between you and Synapta regarding the subject matter it covers, except where a separate written agreement applies.

22.2 No Waiver.

A failure or delay in enforcing any right is not a waiver.

22.3 Severability.

If any provision is held invalid or unenforceable, the remainder remains in effect.

22.4 Assignment.

You may not assign or transfer this Agreement without our prior written consent. We may assign or novate this Agreement as part of a corporate restructure, financing, acquisition, merger, asset sale, or by operation of law.

22.5 Force Majeure.

Neither party is liable for delay or failure caused by events beyond its reasonable control.

22.6 Relationship.

Nothing in this Agreement creates a partnership, joint venture, employment, fiduciary, or agency relationship between the parties.

22.7 Electronic Acceptance.

Electronic acceptance, electronic records, click-through assent, and digital signatures are binding to the fullest extent permitted by law.

23. GOVERNING LAW AND DISPUTES

23.1 These Terms are governed by the laws of **Western Australia, Australia**, excluding conflict of laws rules.

23.2 The parties submit to the exclusive jurisdiction of the courts of **Western Australia** and the Commonwealth courts competent to hear appeals from those courts, unless a separate written agreement provides otherwise.

23.3 Nothing in this clause prevents Synapta from seeking urgent interlocutory or injunctive relief in any court of competent jurisdiction, particularly in relation to misuse of the Platform, confidentiality, IP infringement, or security threats.

Using WA governing law is the cleaner localised choice for SYNAPTA given your Perth/Australia context; the injunctive-relief style is also consistent with the uploaded terms.

24. CONTACT DETAILS

Questions regarding these Terms may be directed to:

Synapta Pty Ltd

WA, 6062

Email: info@synapta.com.au

Website: www.synapta.com.au