**SopaServe | Terms of Service (Australia)**
Last updated 27 September 2026

## 1. Introduction

**1.1.** These terms govern your access to and use of the SopaServe platform, including our website, app, templates, workflows, prompts and any related services we make available (Service).

**1.2.** The Service is offered under the business name SopaServe and is provided by Administrative Corporate Services Australia Pty Ltd ACN 081 183 879 (we, us, our).

**1.3.** By creating an Account, clicking "I agree", accepting an Order Screen, purchasing or using the Service, you agree to these terms. If an individual takes any of those actions for a company, trustee, partnership, incorporated association or other organisation, clauses 2.5 to 2.10 apply. If you do not agree, do not use the Service.

**1.4.** If documents applying to a Relevant Invoice are inconsistent, the following order of priority applies only to the extent of the inconsistency:

**1.4.1.** a separate written retainer, costs disclosure or trust authority issued by Tara Jain Solicitors governs legal services and trust money dealt with by that firm;

**1.4.2.** a matter-specific Order Screen, written quote or fee confirmation accepted by you governs the price and commercial details expressly identified for that Relevant Invoice; and

**1.4.3.** these terms govern all remaining aspects of the Service.

**1.5.** A matter-specific document does not vary these terms unless it expressly identifies the provision being varied. We will provide, email or make available for download the version of these terms and any Order Screen accepted by you.

## 2. Eligibility and Accounts

**2.1.** An individual who creates an Account, accepts these terms or accepts an Order Screen must be at least 18 years old.

**2.2.** You must provide accurate and current information and keep it updated.

**2.3.** You are responsible for safeguarding your login details and for activity under your Account, except to the extent caused by our breach of law or failure to take reasonable security steps.

**2.4.** You must not sell, transfer or share your Account except as expressly permitted through the Service.

**2.5.** The Customer for each Relevant Invoice is the legal person identified in the applicable Order Screen as both the claimant and the contracting customer. The registered Account user is not necessarily the Customer.

**2.6.** Before a Relevant Invoice progresses to adjudication, the Order Screen must state:

**2.6.1.** the Customer's full legal name;

**2.6.2.** any registered business or trading name;

**2.6.3.** the Customer's ABN and ACN, where applicable;

**2.6.4.** the Customer's registered office or principal business address;

**2.6.5.** if the Customer acts as trustee, the trustee's full legal name and the name of the trust;

**2.6.6.** if the Customer is a partnership, the partnership name and the legal name of each person required to be identified to bind the partnership;

**2.6.7.** the Customer's capacity as claimant for the Relevant Invoice; and

**2.6.8.** the full name, position and contact details of the individual accepting the Order Screen for the Customer.

**2.7.** An individual who accepts these terms or an Order Screen for a Customer warrants that they have actual authority to bind the Customer. Their acceptance binds the Customer as if the Customer had accepted directly.

**2.8.** If the claimant for a Relevant Invoice is legally different from the Account holder, the claimant must separately accept the applicable Order Screen and these terms, or provide another written authority satisfactory to us, before the matter progresses to adjudication.

**2.9.** We may request reasonable evidence of identity, capacity or authority, including an ASIC record, trust extract, partnership authority, board resolution or written delegation. We may pause the affected workflow until satisfactory evidence is provided.

**2.10.** You must notify us promptly of any change to the Customer's legal name, registration details, trustee, capacity, authority or ownership of the Relevant Invoice. A change does not release an existing Customer from an amount already owing unless we expressly agree in writing.

**2.11.** Clause 2.7 does not itself create a personal guarantee by the individual accepting for the Customer. However, an individual remains responsible for direct loss caused by a representation of authority that the individual knew was false or made recklessly.

## 3. What the Service is and its operational boundary

**3.1.** The Service provides software tools that help you organise information, generate draft documents, calculate or display workflow dates, and manage workflow steps based on information and selections you provide.

**3.2.** The Service may provide software workflows and document-generation tools selected and directed by you for use in connection with security of payment and related recovery processes.

**3.3.** Any assistance provided by our personnel is limited to technical support, administrative processing and quality control. Our personnel do not provide legal advice or exercise legal judgment for you.

**3.4.** You are responsible for selecting and confirming the applicable jurisdiction, process, factual information, claim amount, dates, parties, documents and instructions used by the Service.

**3.5.** We do not decide whether a payment claim, payment schedule, adjudication application, jurisdictional argument, submission, amendment, enforcement step or other document is legally valid, available or strategically appropriate.

**3.6.** A matter requiring legal advice or legal judgment may be referred to an independent qualified legal practitioner under a separate retainer. The Service does not itself create that retainer.

3.7. The Service may include reminders, checklists, templates, document extraction, classification and automation features. Availability and functionality may change only in accordance with clause 14.

## 4. Not legal services, not advice and no representation

**4.1.** We are not a law firm and do not provide legal services, legal representation or legal advice.

**4.2.** Outputs are generated from information and selections you provide. Unless expressly stated, we do not check your inputs or Outputs for legal accuracy, compliance, completeness or suitability.

**4.3.** You are responsible for deciding what to do, what to send, how and when to serve, and when to lodge or file anything. Obtain independent professional advice where required for your circumstances.

**4.4.** Communications with us are not protected by legal professional privilege merely because they concern a legal dispute or are later provided to a law practice.

**4.5.** A workflow status, reminder, system alert, confidence score, automated recommendation or administrative communication is not legal advice and must not be treated as confirmation that a legal requirement has been satisfied.

## 4A. Artificial intelligence and automated processing

**4A.1.** The Service uses artificial intelligence, machine-learning systems, rules-based automation and other automated tools to process your inputs, generate Outputs, classify documents, extract information, suggest workflow steps and support service operations.

**4A.2.** AI-generated and automated Outputs may be incomplete, inaccurate, outdated, inconsistent or unsuitable for your circumstances. AI does not exercise legal judgment and is not a substitute for independent legal or professional advice.

**4A.3.** You must review and verify every Output before using, sending, serving, lodging, filing or relying on it. You remain responsible for your instructions, decisions, deadlines, documents and communications.

**4A.4.** To operate the Service, User Content may be processed by technology providers, including providers of AI models, hosting, storage, document processing, communications and security services, subject to our Privacy Policy and applicable contractual and legal safeguards.

**4A.5.** We will not use, or permit a provider to use, identifiable User Content to train a general-purpose artificial intelligence model for unrelated customers without your express opt-in consent. This does not prevent use necessary to provide the Service, maintain security, investigate misuse or comply with law.

**4A.6.** Where reasonably practicable, service improvement and analytics will use de-identified or aggregated information. We will take reasonable steps to prevent de-identified information being re-identified.

**4A.7.** You must not upload information that you are not authorised to disclose. You should avoid uploading unnecessary sensitive, privileged or confidential information and should redact irrelevant personal information where practicable.

**4A.8.** We may use automated monitoring, quality assurance and limited human review to detect errors, improve workflows, prevent misuse and maintain the Service. Human review by us is limited to technical, administrative and quality-control functions and does not mean that an Output has been legally reviewed, approved or verified.

**4A.9.** We will take reasonable steps to require relevant technology providers and subprocessors to protect User Content through confidentiality, security, access-control, retention and deletion obligations appropriate to the services they provide.

**4A.10.** Where required by law, our Privacy Policy will describe arrangements under which a computer program uses personal information to make a decision that could reasonably be expected to significantly affect an individual's rights or interests.

## 5. Your responsibilities

**5.1.** You must ensure that User Content is accurate, complete and current, and that you have all rights and authorisations required to upload, disclose and use it.

**5.2.** You must verify all Outputs before use and maintain your own diary system for deadlines. Reminders may fail, be delayed or be missed.

**5.3.** You must keep your own records of what you send, when and how you send it, and evidence of service, lodgement, filing and payment.

**5.4.** You must not represent that you are legally represented by us or that we are acting for you.

**5.5.** You must not represent that Tara Jain Solicitors is acting for you unless the firm has separately agreed in writing to do so.

**5.6.** You must immediately forward to us all correspondence, documents, notices, payment schedules, responses, offers, disputes and other communications received from or on behalf of a respondent in connection with a Relevant Invoice, and in any event no later than 2 Business Days after receipt.

**5.7.** You acknowledge that security of payment and enforcement processes may involve strict and short time limits. A failure to provide correspondence, approvals or information promptly may prevent an appropriate Output or workflow step from being completed within the required timeframe.

**5.8.** You remain responsible for monitoring all communications received from the respondent, adjudicator, nominating authority, court, enforcement officer and any other relevant person.

**5.9.** You must promptly notify us of any payment, part payment, settlement, credit, set-off, contra, insolvency event or other development affecting a Relevant Invoice.

**5.10.** Where the applicable adjudication process permits, you must take reasonable steps to nominate the email address designated by us as an additional correspondence address or copy recipient for delivery of the adjudication determination. This does not appoint us as your legal representative or authorise us to accept legal service on your behalf.

**5.11.** If you receive or obtain access to an adjudication determination before it is received through the Service, you must provide us with a complete copy of the determination and the associated email, portal notice or transmission record within 1 Business Day after receipt or access.

## 5A. Two-stage recovery pathway and transition to enforcement

**5A.1.** The workflow for a Relevant Invoice may operate in two distinct stages:

**5A.1.1.** Stage 1, adjudication phase: the Service provides software workflows and document-generation tools selected and directed by you to organise information and assist you to progress the selected security of payment workflow and, where applicable, obtain an adjudication determination or adjudication certificate; and

**5A.1.2.** Stage 2, enforcement phase: if an amount determined or otherwise payable remains unpaid, the matter may be considered by Tara Jain Solicitors for registration of an adjudication certificate as a court judgment and any separately authorised enforcement work.

**5A.2.** Completion of the Adjudication Phase does not itself collect or enforce an unpaid Adjudicated Amount.

**5A.3.** You authorise us to provide Tara Jain Solicitors with the minimum information reasonably necessary for an initial conflict, identity, capacity and suitability check. Broader documents or information will be provided only after you expressly consent or after the firm has accepted a separate retainer, subject to applicable law and our Privacy Policy.

**5A.4.** Tara Jain Solicitors is a separate law practice. A referral, file transfer, introduction, estimate or acceptance of these terms does not create a solicitor-client retainer. The Enforcement Phase begins only if the firm agrees in writing to act and you accept its separate costs disclosure, retainer or other engagement terms.

**5A.5.** Tara Jain Solicitors may decline to act because of a conflict, capacity, jurisdiction, professional obligation, proportionality, prospects, commercial considerations or another lawful reason. Transfer of information does not guarantee acceptance.

**5A.6.** Subject to a separate retainer, the Enforcement Phase may include registration of an adjudication certificate, garnishee proceedings, financial disclosure, court examination, a writ, Sheriff action or another lawful recovery step. The firm determines the steps it is professionally able and instructed to take.

**5A.7.** Legal professional fees, court filing fees, Sheriff fees, search fees, service fees and other enforcement expenses are separate from the Recovery Fee and any Third-Party Adjudication Fee or Fee Advance. Those amounts must be separately disclosed and authorised under the separate agreement with Tara Jain Solicitors. Reimbursement of those costs is excluded from Cash Recovery for calculation of the Recovery Fee.

**5A.7A.** If you fail to pay an amount properly due to SopaServe under this agreement, you must reimburse SopaServe for the reasonable costs and expenses reasonably incurred in recovering that amount, including legal fees, court filing fees and enforcement costs, to the extent permitted by law. SopaServe will not recover the same cost more than once.

**5A.8.** The Recovery Fee becomes earned and payable only on Cash Recovery in accordance with clause 6. The same Fixed Blended Rate applies whether payment is received voluntarily, before or after determination, or through the Enforcement Phase. A determination or enforcement step alone does not earn a Recovery Fee.

**5A.9.** Neither we nor Tara Jain Solicitors guarantees that an adjudication determination, adjudication certificate or court judgment will result in payment.

**5A.10.** You remain responsible for all limitation periods and enforcement deadlines unless and until Tara Jain Solicitors confirms in writing that it has accepted responsibility for a specified step or deadline under a separate retainer.

**5A.11.** Any enforcement cost or timing estimate communicated through SopaServe is indicative only and is not a legal costs disclosure or promise by Tara Jain Solicitors.

**5A.12.** You must promptly provide updated information reasonably requested for transition or enforcement, including payments received, the debtor's correct legal name and address, bank or employer details, customers or agents who may owe the debtor money, and known property or equipment.

## 6. Fees, billing and taxes

6.1. Fees are shown at checkout, in your Account or in an Order Screen. All fees are in AUD.

### 6.2. GST

**6.2.1.** The fee bands and fee calculations in clause 6.5 are exclusive of GST. If GST applies, it is added to the Recovery Fee at the applicable statutory rate. Other fees must clearly state whether they include GST.

**6.2.2.** Before acceptance, the Order Screen must prominently show the Recovery Fee exclusive of GST, the GST amount and the total inclusive of GST on full recovery of the Agreed Debt. Each tax invoice must separately show those amounts for the Cash Recovery being invoiced.

**6.3.** If you purchase through an app store, including the Apple App Store or Google Play, billing and cancellations are also subject to that store's terms.

**6.4.** We may change fees for future Recovery Matters by giving reasonable notice through the Service or by email. A fee change, including publication of this version of these terms, does not retrospectively vary a fee arrangement already accepted for a Relevant Invoice or Recovery Matter. A change to an existing arrangement requires your express written agreement or must be required by law.

### 6.5. Recovery Fee and fixed blended rate

**6.5.1.** Before work commences, we and you must confirm in an accepted Order Screen the Recovery Matter, its Agreed Debt and the fee calculation. The Agreed Debt is the unpaid amount verified against the records you provide and accepted for recovery at engagement. Administrative verification does not confirm legal validity, entitlement or prospects. Related Relevant Invoices against the same debtor under the same contract may be grouped as one Recovery Matter where expressly identified and agreed in the Order Screen. The fee bands apply once to the total Agreed Debt for that Recovery Matter.

**6.5.2.** The Full Recovery Fee is calculated using the following marginal bands, exclusive of GST, with a minimum quoted Full Recovery Fee of AUD $1,000 for Agreed Debt up to AUD $5,000. Each percentage applies only to the amount within its band, not to the whole Agreed Debt:

**6.5.2.1.** 20% of the first AUD $10,000;

**6.5.2.2.** 10% of the portion above AUD $10,000 up to AUD $50,000; and

**6.5.2.3.** 7.5% of the portion above AUD $50,000.

**6.5.3.** The Fixed Blended Rate is the Full Recovery Fee, including any applicable quoted minimum, divided by the Agreed Debt. That single rate is fixed at engagement and applies to every Cash Recovery, including each part payment or instalment. The quoted minimum applies once per Recovery Matter, not separately to each grouped Relevant Invoice or payment. If only part of the Agreed Debt is recovered, the quoted minimum is reduced proportionately through the Fixed Blended Rate. We do not restart the bands or minimum on early receipts. If there is no Cash Recovery, no Recovery Fee is earned or payable.

**6.5.4.** The Recovery Fee is consideration for the software, workflows, document-generation, automation and administrative features used for the Recovery Matter. It is not legal costs or a charge for legal representation. Exceptional complexity, additional scope or an alternative recovery rate, discount or cap must be separately quoted and expressly accepted in writing before the affected work commences. The quote must identify any provision varied. We cannot unilaterally or retrospectively change the Agreed Debt, Fixed Blended Rate or fee basis. The cash-recovery condition and exclusions in clause 6.6 continue to apply.

**6.5.5.** Before work commences, the Order Screen must prominently disclose:

**6.5.5.1.** the Customer and claimant identity required by clause 2.6, the debtor, contract and Relevant Invoices included in the Recovery Matter;

**6.5.5.2.** the verified Agreed Debt, the marginal fee bands, any applicable AUD $1,000 quoted minimum and the Full Recovery Fee, with the GST amount and GST-inclusive total;

**6.5.5.3.** the Fixed Blended Rate, its calculation and how it applies to part payments and instalments;

**6.5.5.4.** that a Recovery Fee is earned only on Cash Recovery, with the quoted minimum reduced proportionately for partial recovery and no determination-only, settlement-promise or non-cash recovery fee;

**6.5.5.5.** any separately accepted variation under clause 6.5.4 and the separate legal, adjudicator, court or other external costs, or reasonable estimates, that you have authorised;

**6.5.5.6.** any Fee Advance Amount or authorised maximum, the repayment provisions in clause 9.3 and that authorised external costs may be payable even if no Cash Recovery occurs; and

**6.5.5.7.** the authority to charge the nominated payment method on or after the applicable payment due date.

**6.5.6.** You must separately accept the disclosures in clause 6.5.5 through one or more unticked checkboxes or another affirmative acceptance mechanism that clearly refers to the disclosed fees and payment authority. We will retain a record of the accepted Order Screen, the version accepted and the date and time of acceptance.

**6.5.7.** Example: for Agreed Debt of AUD $100,000, the Full Recovery Fee is AUD $2,000 + AUD $4,000 + AUD $3,750 = AUD $9,750, exclusive of GST. The Fixed Blended Rate is 9.75%. If only AUD $20,000 is recovered, the Recovery Fee is AUD $1,950 plus AUD $195 GST at 10%, totalling AUD $2,145. No fee is earned on the unpaid balance. If nothing is recovered, the Recovery Fee is zero; separately authorised external costs may still be payable.

**6.5.8.** Minimum fee example: for Agreed Debt of AUD $2,000, the quoted Full Recovery Fee is AUD $1,000 plus GST and the Fixed Blended Rate is 50%. Full recovery attracts AUD $1,000 plus GST. If only AUD $1,000 is recovered, the fee is AUD $500 plus GST. If nothing is recovered, no Recovery Fee is payable.

### 6.6. When the Recovery Fee is payable

**6.6.1.** A Recovery Fee is earned and becomes a debt due to us only when Cash Recovery occurs. The fee exclusive of GST is the Cash Recovery multiplied by the Fixed Blended Rate. For part payments or instalments, a fee arises only on each amount actually recovered. A determination, judgment, settlement promise, payment plan or other entitlement to future payment does not itself earn a fee.

**6.6.2.** Each Recovery Fee must be paid within 7 calendar days after we issue the corresponding itemised tax invoice, or on any later date stated in that invoice. We may issue an invoice only after the Cash Recovery making that fee due has occurred.

**6.6.3.** Cash Recovery includes only cleared money actually received in satisfaction of the Agreed Debt by you or by a person lawfully authorised to receive it on your behalf or at your direction, subject to clause 24.22. It excludes unrecovered amounts, credits, set-offs, contras, debt reductions and non-cash consideration. It also excludes adjudicator fees, legal costs, court or enforcement costs, penalties, disbursements and reimbursements of external costs, including Fee Advance repayments. The fee base is calculated before deducting the Recovery Fee or authorised expenses from recovered debt proceeds.

**6.6.4.** A correction, reduction or setting aside of a determination does not itself create a fee or change the Fixed Blended Rate. If money previously counted as Cash Recovery is reversed, repaid or required to be repaid under a binding settlement or final court order, the corresponding Recovery Fee and GST will be recalculated. Any overpayment will be refunded or credited, at your choice, within 10 Business Days after we receive reasonable evidence. A subsequent recovery of the same money may be charged only after that adjustment and without double counting.

**6.6.5.** Non-payment, delayed payment, a payment arrangement, enforcement difficulty or the debtor's insolvency does not create a fee on an unpaid amount. The Fixed Blended Rate is not increased because only part of the Agreed Debt is recovered. Authorised third-party costs and Fee Advance obligations remain separately governed by clause 9 and any separate legal retainer.

**6.6.6.** All receipts, settlements and determinations concerning the same Recovery Matter are accounted for together. The same recovered amount must never be charged twice. The cumulative Recovery Fee, exclusive of GST, cannot exceed the Full Recovery Fee for the Agreed Debt. Additional debt or a scope change must be expressly agreed in writing before the affected work; it cannot retrospectively change the rate applied to earlier recoveries. Fee amounts are rounded to the nearest cent, with cumulative reconciliation to prevent rounding overcharges.

**6.6.7.** Each itemised tax invoice must identify the Recovery Matter and Relevant Invoices, the Agreed Debt, the Fixed Blended Rate, the amount and date of Cash Recovery, any excluded cost reimbursements, prior recoveries and fees, any adjustment under clause 6.6.4, the fee exclusive of GST, GST, the total payable and the payment due date.

**6.6.8.** You authorise us to charge your nominated payment method for the amount shown in a tax invoice properly issued under this clause on or after its payment due date.

**6.6.9.** The authority in clause 6.6.8 operates together with, and does not replace, any card-on-file consent, direct debit request, PayTo mandate or other payment authority required by applicable law or the relevant payment-system rules.

**6.6.10.** Before making a charge under clause 6.6.8, we will give you the notice required by applicable law and the relevant payment-system rules. If no minimum notice period applies, we will give you at least 2 Business Days' written notice of the amount and proposed charge date. A tax invoice containing that information may constitute the required notice.

**6.6.11.** You must maintain a valid nominated payment method and ensure that sufficient funds or credit are available from the payment due date until the invoiced amount has been paid. You must promptly provide replacement payment details if the nominated payment method expires, is cancelled or cannot be used.

**6.6.12.** A failed, declined, reversed, recalled or disputed payment does not extinguish or alter the underlying debt or its original due date. Subject to applicable law and payment-system rules, we may re-present the charge or use another payment arrangement separately agreed with you after giving written notice.

**6.6.13.** Reasonable evidence of Cash Recovery may include a bank transaction confirmation, remittance advice or authorised trust account statement. A determination, settlement document or payment plan alone does not prove that Cash Recovery has occurred. You may redact unrelated transactions and information.

**6.6.14.** If an amount payable to us under this agreement is unpaid after its due date, we may charge simple interest on the overdue amount at 4% per annum, calculated daily from the day after the due date until payment is received. This does not limit any statutory entitlement to interest.

**6.6.15.** If we obtain a court judgment for an unpaid amount, we may recover interest on the judgment debt under section 101 of the *Civil Procedure Act 2005 (NSW)*, at the applicable statutory rate or such other rate the court orders, subject to that section and without double recovery.

### 6.6A. Settlement, early payment and instalments

**6.6A.1.** The same Recovery Fee and Fixed Blended Rate apply to Cash Recovery received before determination, including voluntary payments and amounts actually paid under a settlement or payment arrangement. No separate Pre-Determination Resolution Fee applies.

**6.6A.2.** A binding settlement or payment arrangement creates no Recovery Fee on amounts promised but not yet received. Each instalment is charged only when it becomes Cash Recovery.

**6.6A.3.** A credit, set-off, contra, agreed debt reduction or non-cash consideration does not constitute Cash Recovery and does not generate a Recovery Fee.

**6.6A.4.** A payment received by another person at your direction is treated in accordance with clause 24.22. Changing the recipient does not by itself exclude an actual cash payment in satisfaction of the Agreed Debt.

**6.6A.5.** If an adjudication determination is later made, earlier receipts and Recovery Fees must be accounted for under clause 6.6.6. The determination does not generate a second fee.

**6.6A.6.** Clauses 6.6.2 and 6.6.7 to 6.6.12 govern invoicing, payment and collection of Recovery Fees on early payments and settlements.

**6.6A.7.** You must notify us within 1 Business Day after entering a settlement or payment arrangement, receiving a payment, granting or receiving a credit, agreeing to a set-off or otherwise receiving value in connection with the Recovery Matter. You must provide reasonable evidence of any Cash Recovery and separately identified cost reimbursements if requested. Reporting a non-cash resolution does not make it fee-bearing.

**6.6A.8.** No withdrawal, cancellation or Work-in-Progress Fee is payable for work covered by the Recovery Fee. Authorised third-party costs remain separate under clause 9 and any separate legal retainer.

### 6.7. Early discontinuation and inactivity

**6.7.1.** You may ask us to discontinue a Recovery Matter or a Relevant Invoice at any time. Discontinuation or inactivity does not itself earn a Recovery Fee or create a withdrawal, cancellation or Work-in-Progress Fee.

**6.7.2.** A Recovery Fee already earned on Cash Recovery remains payable. If Cash Recovery occurs after discontinuation as a result of work or Outputs provided through the Service before discontinuation, the same Fixed Blended Rate and exclusions apply to that recovery. No fee becomes payable merely because the workflow has stopped.

**6.7.3.** We will not accelerate a fee on unpaid debt, a settlement promise or future instalments because you discontinue or cease to respond.

**6.7.4.** Authorised Third-Party Adjudication Fees and Fee Advance Amounts already incurred are dealt with separately under clause 9. They are not Recovery Fees.

**6.7.5.** If a workflow cannot continue, including because the selected process is unavailable, a deadline has expired or we cannot provide the Service, the cash-recovery condition in clause 6.6 still applies. This does not alter separately authorised external cost obligations.

**6.7.6.** We may treat a Relevant Invoice as discontinued for inactivity only after all of the following steps have occurred:

**6.7.6.1.** you have not Substantively Responded within 10 Business Days after correspondence reasonably requiring your instructions, approval, information or action was sent;

**6.7.6.2.** we send a first written notice identifying the required response and allowing at least 5 further Business Days;

**6.7.6.3.** if no response is received, we send a separate final written notice allowing at least another 5 Business Days and clearly stating that the matter may be treated as discontinued, that no withdrawal or Work-in-Progress Fee will arise, and that applicable statutory deadlines may expire; and

**6.7.6.4.** the final notice period expires without a Substantive Response or reasonable request for additional time.

**6.7.7.** We may pause work earlier where information or approval is missing, particularly where continuing could create an error or deadline risk. A pause does not itself constitute discontinuation or earn a Recovery Fee.

**6.7.8.** If you provide a reasonable explanation within 5 Business Days after a discontinuation notice takes effect, we will consider reinstating the workflow where practicable. Reinstatement does not itself attract a fee and cannot revive an expired statutory right or deadline.

**6.7.9.** If an amount is overdue, we may suspend access, stop further work, withhold uncompleted features or Outputs to the extent permitted by law, and take proportionate recovery steps. We will not withhold documents or data that you are legally entitled to receive merely to pressure payment of a genuinely disputed amount.

## 7. Payment direction and trust account authority

### 7.1. Position before a legal retainer is accepted

**7.1.1.** Unless and until Tara Jain Solicitors accepts a separate limited-purpose or enforcement retainer, recovered money must be paid directly to you or to another account lawfully nominated by you.

**7.1.2.** Before Tara Jain Solicitors accepts a separate retainer, we may collect a Recovery Fee properly payable under clause 6.6 or an amount repayable under clause 9.3 by charging your nominated payment method in accordance with the applicable payment authority, issuing an invoice or using another payment arrangement separately agreed with you.

**7.1.3.** These terms do not, by themselves, appoint Tara Jain Solicitors to receive or hold money and do not require that firm to open a trust ledger or accept a payment.

### 7.2. Conditional use of Tara Jain Solicitors' trust account

**7.2.1.** Tara Jain Solicitors' trust account may be nominated for a Relevant Invoice only after:

**7.2.1.1.** the firm has agreed in writing to a limited-purpose retainer covering receipt, holding and authorised disbursement of recovered money, or to a broader enforcement retainer;

**7.2.1.2.** you have accepted the firm's applicable costs disclosure, retainer or engagement terms; and

**7.2.1.3.** you have separately accepted a matter-specific written payment direction and trust authority.

**7.2.2.** Any receipt, holding or disbursement of money by Tara Jain Solicitors is governed by its separate retainer, your written direction, applicable trust accounting requirements and law. These terms cannot require the firm to act inconsistently with those obligations.

### 7.3. Matter-specific payment direction

**7.3.1.** The matter-specific authority must identify, to the extent then known:

**7.3.1.1.** the Recovery Matter, Relevant Invoices and payer;

**7.3.1.2.** the Adjudicated Amount, settlement amount or expected payment;

**7.3.1.3.** the Agreed Debt, Fixed Blended Rate, Cash Recovery used for calculation, excluded cost reimbursements and estimated Recovery Fee deduction, including GST;

**7.3.1.4.** any repayable Third-Party Adjudication Fees or Fee Advance Amount;

**7.3.1.5.** any bank or payment processing fee that may be deducted;

**7.3.1.6.** the account to which the balance is to be remitted; and

**7.3.1.7.** the process for disputing a proposed deduction.

### 7.4. Authority to deal with trust money

**7.4.1.** Subject to clause 7.2 and the separate matter-specific authority, you may direct Tara Jain Solicitors, on receipt of cleared funds, to apply those funds in the following order:

**7.4.1.1.** to reimburse any Fee Advance Amount and other third-party fees repayable under clause 9.3;

**7.4.1.2.** to pay Administrative Corporate Services Australia Pty Ltd a properly payable and undisputed Recovery Fee under clause 6, including any applicable GST;

**7.4.1.3.** to pay bank or payment processing fees actually incurred in receiving or remitting those funds, but only if disclosed and authorised; and

**7.4.1.4.** to remit the balance to you or as you direct in writing.

### 7.5. Disputed amounts

**7.5.1.** If, before disbursement, you notify us and Tara Jain Solicitors of a genuine dispute about a proposed SopaServe fee or repayable third-party fee, the disputed portion may be retained in trust only if permitted by the firm's retainer and applicable law. Any undisputed portion may be disbursed.

**7.5.2.** The parties must act reasonably and promptly to resolve the dispute. Retention in trust does not determine whether the disputed amount is payable.

### 7.6. Relationship disclosure

**7.6.1.** If Tara Jain Solicitors, a principal or an associate has an ownership, referral, service, fee or other financial relationship with us that is relevant to the legal engagement, that relationship must be disclosed during the firm's legal onboarding to the extent required by law and professional obligations.

**7.6.2.** SopaServe remains a separate software and administrative service provider. Tara Jain Solicitors remains independently responsible for its professional obligations and decisions.

## 8. Recovery Fee basis and security

### 8.1. Fee basis

**8.1.1.** The Recovery Fee is calculated under clauses 6.5 and 6.6, using the single Fixed Blended Rate agreed for the Recovery Matter. Any quoted minimum under clause 6.5.2 forms part of that calculation and is not an additional fee. Clause 6.6A applies the same calculation to early payments and settlements. There is no separate pre-determination resolution or Work-in-Progress Fee.

**8.1.2.** Agreed Debt, Fixed Blended Rate, Full Recovery Fee, Recovery Matter and Cash Recovery have the meanings given in clause 24. An Adjudicated Amount or settlement promise alone is not Cash Recovery.

### 8.2. Limited charge and PPSA security interest

**8.2.1.** To secure amounts properly payable and due to us for a specific Relevant Invoice, you grant us an equitable charge over, and a security interest for the purposes of the Personal Property Securities Act 2009 (Cth) in:

**8.2.1.1.** your right to payment for that specific Relevant Invoice; and

**8.2.1.2.** the identifiable proceeds of that right, including a settlement or payment arrangement relating to that Relevant Invoice.

**8.2.2.** The security does not extend to your other receivables, bank accounts, equipment, land or unrelated property. It secures only amounts properly payable, due and not genuinely disputed under clause 7.5.

**8.2.3.** You must not knowingly deal with the secured right or its proceeds in a way intended to defeat payment of an amount properly payable to us. You must promptly notify us of a change to the payer, payment method or payment destination for the Relevant Invoice.

**8.2.4.** We may register a financing statement only where:

**8.2.4.1.** a secured amount has become due;

**8.2.4.2.** we have given you at least 5 Business Days' written notice identifying the amount and proposed collateral;

**8.2.4.3.** the amount remains unpaid after the notice period; and

**8.2.4.4.** the secured amount exceeds AUD $5,000 or we reasonably identify a material credit, insolvency or asset-dissipation risk.

**8.2.5.** You agree to provide information and execute documents reasonably required to perfect, maintain, amend or discharge the limited security interest.

**8.2.6.** To the maximum extent permitted by law, you waive the right to receive notice of a verification statement only where the registered collateral is described as commercial property. This waiver does not apply where the law does not permit waiver.

**8.2.7.** We will bear ordinary registration, amendment and discharge fees. You may be required to reimburse reasonable additional costs caused directly by your material breach, but only after those costs are disclosed and supported.

**8.2.8.** Within 5 Business Days after the secured amount is paid in full, we must take all steps reasonably required to discharge or amend any registration so that it no longer secures the paid amount.

**8.2.9.** The security is released automatically when the relevant secured amount is paid in full, without limiting our obligation under clause 8.2.8 to update the register.

## 9. Third-party adjudication fees

**9.1.** The Service may offer an optional feature under which we pay specified third-party fees to assist you to progress a workflow (Fee Advance).

**9.2.** If a matter proceeds towards adjudication, we may pay a Third-Party Adjudication Fee on your instructions as your limited payment agent. Before making the payment, the Order Screen must disclose the amount or reasonable estimate, any maximum amount we are authorised to pay, the repayment triggers in clause 9.3 and that the Fee Advance Amount is separate from the Recovery Fee and may be repayable even if no Cash Recovery occurs. You must separately accept that disclosure and payment authority. We must obtain further authority before paying more than an expressly disclosed maximum.

**9.2A.** Professional fees, court fees, Sheriff fees, search fees, service fees and other expenses incurred in the Enforcement Phase are not Third-Party Adjudication Fees or Fee Advance Amounts unless we expressly agree otherwise in writing. They are governed by the separate agreement with Tara Jain Solicitors.

### 9.3. Reimbursement

**9.3.1.** A Fee Advance Amount actually paid by us on your authorised instructions becomes repayable upon the earliest of:

**9.3.1.1.** the Determination Time, including where the determination states that no amount is payable;

**9.3.1.2.** the time you enter a binding settlement, compromise or payment arrangement, or otherwise resolve the Relevant Invoice in whole or in part, before the Determination Time;

**9.3.1.3.** the time you ask for the adjudication application or workflow to be withdrawn or discontinued after the Fee Advance Amount has been paid; or

**9.3.1.4.** the time you recover an amount in connection with the Relevant Invoice before determination.

**9.3.2.** A Fee Advance Amount repayable under clause 9.3.1 must be paid in full within 7 calendar days after the applicable event. Repayment is not conditional on Cash Recovery and is not limited by the amount determined, settled or recovered. This is reimbursement of an authorised external cost, not a Recovery Fee.

**9.3.3.** If an application is dismissed, found invalid or found to be outside jurisdiction without a determination, resolution or recovery, the Fee Advance Amount is not repayable unless:

**9.3.3.1.** that outcome was materially caused by inaccurate, incomplete or misleading information supplied by you, information withheld by you or your failure to follow an approved instruction or deadline; or

**9.3.3.2.** before we paid the amount, you separately and expressly accepted that the specified Fee Advance Amount would be non-refundable and repayable in that circumstance.

**9.3.4.** You authorise us to charge your nominated payment method for a Fee Advance Amount properly payable under this clause. Clauses 6.6.9 to 6.6.12 apply to that charge with the necessary changes. We may instead issue an itemised tax invoice.

**9.3.5.** If a Third-Party Adjudication Fee is subsequently refunded or reduced by the adjudicator, authorised nominating authority or other recipient, we will credit or refund the corresponding amount within 10 Business Days after receiving it.

**9.3.6.** An adjudicator's allocation of a Third-Party Adjudication Fee to the respondent, or an order that the respondent reimburse that fee, does not reduce your repayment obligation unless the allocated amount is paid directly to us. Any amount paid directly to us must be credited against the Fee Advance Amount.

**9.3.7.** A later correction, reduction or setting aside of the Adjudicated Amount does not reduce a Fee Advance Amount, except to the extent that the third-party recipient actually refunds or reduces the underlying Third-Party Adjudication Fee.

**9.3.8.** No Fee Advance Amount is repayable to the extent that we paid it without your authority or it was incurred solely because of our material breach of these terms, negligence or failure to comply with your authorised instructions.

### 9.4. Information needed to pay fees

**9.4.1.** You must provide accurate payment details, references and information reasonably required to process a third-party payment.

**9.4.2.** You are responsible for delay, rejection or additional charges imposed by the recipient or payment processor to the extent caused by incorrect or incomplete information you supplied.

### 9.5. Declining, pausing or withdrawing Fee Advance

**9.5.1.** We may decline, pause or withdraw Fee Advance on reasonable and identifiable commercial, operational, integrity, credit or misuse-prevention grounds. Where practicable, we will explain the general basis and give reasonable notice.

**9.5.2.** A decision about Fee Advance is not legal advice and must not be treated as an assessment of legal rights or prospects.

**9.5.3.** If we withdraw Fee Advance for reasons not caused by your breach, you may continue using available Service features and pay the third-party fee yourself. No fee is payable for a Fee Advance service we did not provide.

### 9.6. Evidence of recovery and fee payments

**9.6.1.** You must provide reasonable evidence of recovery or fee payments if requested, including a remittance advice, bank transaction confirmation, settlement document or equivalent record.

**9.6.2.** If you do not provide reasonably requested evidence, we may suspend affected features after written notice until the request is satisfied.

## 10. Cancellation and refunds

**10.1.** Except as required by law, including the Australian Consumer Law, or by the adjustment and refund provisions in clauses 6.6.4 and 9.3.5, payments properly made are non-refundable.

**10.2.** Stopping use of the Service does not cancel a Recovery Fee already properly earned on Cash Recovery or a Fee Advance Amount properly repayable under clause 9.3. Later Cash Recovery is dealt with under clause 6.7.2. Stopping use does not create a fee on money not recovered.

**10.3.** A customer who rejects a material adverse change under clause 14.4 may discontinue the affected workflow without a withdrawal, cancellation or Work-in-Progress Fee.

## 11. Acceptable use

**11.1.** You must not:

**11.1.1.** use the Service unlawfully, fraudulently or misleadingly;

**11.1.2.** impersonate a law practice, claim to be legally represented by us, or suggest that the Service provides legal representation;

**11.1.3.** attempt unauthorised access, disrupt the Service or introduce malware;

**11.1.4.** reverse engineer, scrape or copy the Service except where permitted by law;

**11.1.5.** use the Service to harass, threaten, defame or unlawfully discriminate against another person; or

**11.1.6.** use the Service to generate or submit information you know is false, fabricated or materially misleading.

**11.2.** We may monitor usage to protect users, prevent fraud and misuse, comply with law, and maintain security, subject to our Privacy Policy.

## 12. User Content, confidentiality and licences

**12.1.** You retain ownership of User Content.

**12.2.** You grant us a non-exclusive, worldwide, royalty-free licence to host, store, process, reproduce and display User Content only to:

**12.2.1.** provide, secure, maintain and support the Service;

**12.2.2.** produce Outputs and carry out your instructions;

**12.2.3.** prevent misuse, investigate incidents and comply with law; and

**12.2.4.** improve the Service using de-identified or aggregated information where reasonably practicable, subject to clause 4A.5.

**12.3.** You warrant that User Content does not infringe third-party rights and does not breach confidentiality, privacy or other obligations you owe to another person.

**12.4.** We will take reasonable steps to keep User Content confidential and will disclose it only to personnel and providers who need access to provide or secure the Service, to Tara Jain Solicitors as permitted by clause 5A, with your consent, or where disclosure is required or authorised by law.

**12.5.** Access by our personnel must be limited according to role and operational need. Human access does not convert our Service into legal review or legal representation.

**12.6.** Retention and deletion periods are described in our Privacy Policy. We may retain information where reasonably required for legal, tax, accounting, dispute, fraud-prevention, security or backup purposes.

**12.7.** We will maintain a documented process for responding to security incidents and eligible data breaches and will make notifications required by applicable law.

## 13. Third-party services and subprocessors

**13.1.** The Service may integrate with third-party services, including hosting, storage, AI models, email delivery, payments, analytics and document processing. Third-party terms may apply where disclosed.

**13.2.** We are not responsible for a third-party outage, error or policy change beyond our reasonable control, but this does not exclude responsibility we have under law or for failing to take reasonable care in selecting, contracting with or responding to material issues involving a provider.

**13.3.** Where a provider processes User Content for us, we will take reasonable steps to impose confidentiality, security, use, subcontracting, incident-notification, return and deletion obligations appropriate to the service and information involved.

## 14. Service availability, changes and updates

**14.1.** We aim to keep the Service available but do not guarantee uninterrupted access. We will take reasonable steps to address material outages and preserve access to available records.

**14.2.** We may reasonably change, add, suspend or remove features, templates or functionality for security, legal, technical, quality, misuse-prevention or product-improvement reasons. We will not materially reduce an essential feature for an existing Relevant Invoice without providing a reasonable alternative where practicable.

**14.3.** We may update these terms by posting an updated version and changing the “last updated” date. Material changes require at least 14 days’ prior notice where practicable and do not apply retrospectively to an existing Relevant Invoice or Recovery Matter without your express agreement. Posting this version does not replace the fee terms of an existing engagement.

**14.4.** If a notified change would materially and adversely affect an existing Relevant Invoice or Recovery Matter, you may reject the change and discontinue the affected workflow before it takes effect. No withdrawal, cancellation or Work-in-Progress Fee is payable. A Recovery Fee already earned on Cash Recovery and authorised external costs properly repayable before rejection remain payable; later Cash Recovery is governed by clause 6.7.2 and the fee terms previously accepted.

**14.5.** We may make an urgent change without prior notice where reasonably necessary to comply with law, respond to a serious security threat, prevent fraud or avoid material harm. We will notify you as soon as reasonably practicable.

**14.6.** The version of the terms accepted by you will remain available through your Account, by email or on reasonable request.

## 15. Intellectual property

**15.1.** We own the Service and related intellectual property, excluding User Content and third-party material.

**15.2.** You receive a limited, non-exclusive, non-transferable licence to use the Service during your active access period for your internal business purposes and in accordance with these terms.

## 16. Privacy

**16.1.** Our Privacy Policy explains how we collect, use, disclose, secure, retain and delete personal information. By using the Service, you acknowledge that policy.

**16.2.** We will collect and use personal information only where reasonably necessary to provide, administer, secure and improve the Service, carry out your instructions, meet legal obligations or for another purpose notified to or consented to by the relevant individual.

**16.3.** Our Privacy Policy will identify the countries or regions in which overseas recipients are likely to handle personal information, where required and reasonably practicable.

**16.4.** Before disclosing personal information to an overseas recipient, we will take reasonable steps required by applicable privacy law to ensure appropriate handling. We remain accountable to the extent required by law.

**16.5.** We will maintain reasonable technical and organisational safeguards, including access controls, authentication, monitoring, backup and incident-response measures appropriate to the nature and sensitivity of information handled.

**16.6.** You may request access, correction or deletion of personal information as described in our Privacy Policy, subject to legal and operational retention requirements.

**16.7.** The Privacy Policy must be read with these terms. If there is an inconsistency concerning the handling of personal information, the provision providing the greater lawful privacy protection applies unless law requires otherwise.

## 17. Disclaimers

**17.1.** The Service is provided “as is” and “as available”, subject to rights and guarantees that cannot lawfully be excluded.

**17.2.** We do not warrant that Outputs are accurate, compliant, complete or fit for your purpose.

**17.3.** We do not warrant that a recipient, counterparty, adjudicator, tribunal, court or authority will accept a document, method of service or workflow Output.

**17.4.** You accept that security of payment and enforcement processes can be time-critical and that you remain responsible for compliance and timing unless a qualified legal practitioner has expressly accepted responsibility for a specified step under a separate retainer.

**17.5.** We do not guarantee a determination, settlement, payment, recovery or enforcement outcome.

## 18. Australian Consumer Law

**18.1.** Nothing in these terms excludes, restricts or modifies a consumer guarantee, right or remedy that cannot be excluded under the Australian Consumer Law or another applicable law.

**18.2.** Where the law permits us to limit liability for services, our liability is limited, at our option, to supplying the services again or paying the reasonable cost of having the services supplied again.

## 19. Limitation of liability

**19.1.** To the maximum extent permitted by law, we are not liable for indirect or consequential loss, or for loss of profit, revenue, opportunity, goodwill or data, except to the extent such loss cannot lawfully be excluded.

**19.2.** Subject to clauses 18 and 19.3, our total aggregate liability arising from the same event or series of related events is limited to:

- **19.2.1.** for a claim relating to a Relevant Invoice, the greater of the fees paid or payable to us for that Relevant Invoice and AUD $10,000; or
- **19.2.2.** for any other claim, the greater of the fees paid to us in the 12 months before the event and AUD $10,000.

**19.3.** The exclusions and caps in this clause do not apply to fraud, wilful misconduct, personal injury caused by negligence, unauthorised disclosure of confidential information, breach of applicable privacy obligations, or liability that cannot lawfully be excluded or limited.

**19.4.** Our liability is reduced to the extent that your act or omission, failure to follow a clear instruction, inaccurate or delayed information, or failure to mitigate loss caused or contributed to the loss.

## 20. Indemnity

**20.1.** You indemnify us against a third-party claim and direct loss to the extent caused by:

- **20.1.1.** your material breach of these terms;
- **20.1.2.** unlawful, misleading or infringing User Content supplied by you; or
- **20.1.3.** your fraud or wilful misconduct.

**20.2.** The indemnity does not apply to the extent the claim or loss was caused or contributed to by our breach, negligence, unlawful conduct, fraud or wilful misconduct.

**20.3.** We must give you prompt notice of a claim, allow you reasonable participation in its defence and take reasonable steps to mitigate loss. You must not settle a claim in a way that admits liability on our behalf or imposes a non-monetary obligation on us without our written consent, which must not be unreasonably withheld.

## 21. Suspension and termination

**21.1.** You may stop using the Service at any time, subject to amounts properly payable under clauses 6 and 9.

**21.2.** We may suspend or terminate access where you materially breach these terms, we reasonably suspect fraud or serious misuse, you fail to pay an undisputed amount after notice, or suspension is reasonably required by law or to address a material security risk.

**21.3.** We may limit a specific feature, including Fee Advance, on reasonable and identifiable commercial, capacity, credit, integrity, security or operational grounds. Any limitation must be proportionate to the identified risk and must not be represented as legal advice.

**21.4.** Where practicable, we will give notice and a reasonable opportunity to remedy before suspension or termination. Immediate action may be taken where delay would create a serious legal, security, fraud or harm risk.

**21.5.** If we suspend or terminate an affected workflow for reasons not caused by your breach, delay or misconduct, no unearned fee is payable for uncompleted work. We will provide a reasonable opportunity to export available User Content and Outputs, subject to law and security requirements.

**21.6.** Upon termination, your licence to use the Service ends. Data retention and deletion are governed by clause 16 and our Privacy Policy.

## 22. Contact and notices

**22.1.** Support: served@SopaServe.com.au

**22.2.** Formal notices to us: served@SopaServe.com.au and PO Box 319, Thornleigh NSW 2120.

**22.3.** An email notice is taken to be received when it becomes capable of being retrieved at the recipient's nominated email address. If that occurs after 5.00 pm in the recipient's location or on a day that is not a Business Day, it is taken to be received at 9.00 am on the next Business Day.

**22.4.** A notice sent by prepaid post within Australia is taken to be received 3 Business Days after posting, unless proved otherwise.

**22.5.** A notice under clause 6.7 must be sent to the email address registered to your Account and, where available, through an in-Service notification. Marketing messages do not constitute a notice under clause 6.7.

**22.6.** You must keep your email, postal address and other contact details current. A notice sent to the most recent details supplied by you is effective unless we knew those details were no longer valid.

## 23. Governing law

**23.1.** These terms are governed by the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

## 24. Definitions

**24.1.** Account means your registered user account for the Service.

**24.2.** Adjudicated Amount means the total amount an adjudication determination states is payable to you for the Relevant Invoice, including any GST component and interest included in that determination, but excluding adjudicator fees, legal costs, penalties and disbursements unless expressly agreed otherwise in writing.

**24.3.** Adjudication Phase means Stage 1 described in clause 5A.1.1.

**24.4.** Recovery Fee means the fee for the Service calculated under clauses 6.5 and 6.6, earned only on Cash Recovery. It excludes legal fees, third-party costs and Fee Advance Amounts.

**24.5.** Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales. A statutory definition applying to a particular security of payment process may differ and takes precedence for that statutory process.

**24.6.** Agreed Debt means the unpaid debt identified, verified against the records you provide and accepted for recovery in the Order Screen at engagement for a Recovery Matter. It includes the GST component of that debt and any accrued interest expressly included in that agreed amount, but excludes adjudicator fees, legal costs, court and enforcement costs, penalties, disbursements and external cost reimbursements. Later-accruing interest or additional debt is included only by a prospective written agreement under clause 6.6.6.

**24.7.** Enforcement Phase means Stage 2 described in clause 5A.1.2 and related court recovery work undertaken under a separate retainer with Tara Jain Solicitors.

**24.8.** Fee Advance means the optional feature described in clause 9 under which we pay a specified third-party fee on your instructions.

**24.9.** Fee Advance Amount means the total Third-Party Adjudication Fees and other third-party fees actually paid by us under an authority accepted by you, which are repayable only in accordance with clause 9.3.

**24.10.** Order Screen means a matter-specific checkout screen, order form, quote, authority screen or written fee confirmation accepted by you.

**24.11.** Outputs means draft documents, prompts, summaries, dates, classifications, extracted information, recommendations or other generated material produced by the Service from your inputs and selections.

**24.12.** Relevant Invoice means an invoice, payment claim or claim amount that you choose to run through the Service for workflow support, drafting, administration or tracking.

**24.13.** Service has the meaning given in clause 1.1.

**24.14.** Fixed Blended Rate means the single rate calculated at engagement by dividing the Full Recovery Fee by the Agreed Debt, as disclosed and accepted under clause 6.5. It applies to every Cash Recovery for that agreed scope.

**24.15.** Substantively Respond means to provide the instructions, approval, information or action reasonably requested, or to explain why the request cannot yet be completed and propose a reasonable timeframe. A bare acknowledgement may not be sufficient where further information or approval is reasonably required.

**24.16.** Third-Party Adjudication Fee means an application fee, adjudicator fee, authorised nominating authority fee or related third-party fee payable to progress an adjudication or similar determination process, as disclosed through the Service.

**24.17.** User Content means information, data, text, communications and files you upload, enter or provide to the Service.

**24.18.** Recovery Matter means the defined recovery engagement identified in an accepted Order Screen, comprising one Relevant Invoice or expressly agreed related Relevant Invoices against the same debtor under the same contract. Grouping is for pricing and does not merge separate statutory claims or deadlines.

**24.19.** Customer means the legal person identified in the applicable Order Screen as the claimant and contracting customer for a Relevant Invoice. Where the Service is purchased without an Order Screen, Customer means the legal person purchasing the Service. References to you and your are references to the Customer, except where a clause expressly concerns an individual Account user or authorised representative.

**24.20.** Determination Time means the earliest time at which an adjudication determination concerning a Relevant Invoice:

- **24.20.1.** is transmitted to an email address nominated by you or designated through the Service and the transmission is not returned as undeliverable;
- **24.20.2.** is uploaded to an adjudicator, authorised nominating authority or Service portal and notice that it is available is transmitted to you or through the Service;
- **24.20.3.** is physically delivered to you or us; or
- **24.20.4.** is otherwise communicated or made accessible to you or through the Service.

**24.21.** Full Recovery Fee means the total fee exclusive of GST calculated on full recovery of the Agreed Debt using the marginal bands and applicable quoted minimum in clause 6.5.2, or an alternative recovery fee expressly agreed under clause 6.5.4. It is used to fix the rate and fee cap; it is not earned merely on engagement or determination.

**24.22.** Cash Recovery means, without double counting, cleared money actually received after acceptance of the Order Screen in satisfaction of the Agreed Debt:

**24.22.1.** by you, into your bank account or otherwise as a completed cash payment;

**24.22.2.** by a person lawfully authorised to receive it on your behalf, including a solicitor under a separate retainer and trust authority, once the money is lawfully available for disbursement for your benefit rather than held subject to an unresolved entitlement dispute or condition; or

**24.22.3.** by another person at your direction in satisfaction of the Agreed Debt, including payment to your creditor on your behalf.

Cash Recovery includes only the principal, GST component and interest already included in the Agreed Debt. It excludes the items listed in clause 6.6.3, money received before engagement, amounts outside the agreed scope, and funds held only as security or pending satisfaction of a condition. A single receipt, including a transfer from a trust account to you, is counted only once.

**End of terms**