

# Terms of Service

**Entity:** Salim Zakkour trading as OpsBots    **ABN:** 22 838 356 145    **Version:** 2.2

**Date:** 19 March 2026    **Status:** Published

## 1. About These Terms

These Terms of Service ("Terms") govern your access to and use of the services provided by **Salim Zakkour trading as OpsBots (ABN 22 838 356 145)** ("OpsBots", "we", "us", "our").

By accessing or using our services, you ("Client", "you", "your") agree to be bound by these Terms. If you are entering into these Terms on behalf of an organisation, you represent that you have the authority to bind that organisation.

These Terms should be read together with our [Privacy Policy](#) and any Service Agreement executed between OpsBots and the Client.

## 2. Service Description

OpsBots provides **AI-powered IT support automation services** designed for Australian Managed Service Providers (MSPs). Our services include:

- **AI ticket classification and triage:** Automated categorisation, prioritisation, and routing of IT support tickets

- **L1 ticket resolution:** AI-driven resolution of routine support requests (e.g., password resets, account provisioning, VPN diagnostics)
- **After-hours monitoring:** 24/7 AI coverage for alert monitoring, ticket acknowledgment, and initial diagnostics
- **Knowledge base generation:** Automated creation and maintenance of documentation from resolved tickets
- **Reporting and analytics:** Service performance dashboards and SLA monitoring

Services are delivered via integration with the Client's existing Professional Services Automation (PSA) platform (ConnectWise Manage, Datto Autotask, or HaloPSA) and other IT infrastructure tools.

## 3. AI-Specific Terms and Limitations

### 3.1 Nature of AI Outputs

Our services use artificial intelligence, including large language models (specifically Anthropic's Claude), to process and respond to IT support requests. You acknowledge and agree that:

- **AI outputs are suggestions, not guarantees.** All AI-generated classifications, responses, recommendations, and actions are provided on a best-efforts basis and may contain errors, inaccuracies, or omissions.
- **AI outputs do not constitute professional advice.** AI-generated content should not be treated as a substitute for qualified professional judgment, including IT engineering expertise.
- **AI systems have inherent limitations.** AI models may produce incorrect, incomplete, or inappropriate outputs. OpsBots does not warrant that AI outputs will be error-free, uninterrupted, or fit for any particular purpose beyond general IT support assistance.
- **Human oversight remains essential.** The Client is responsible for maintaining appropriate human oversight of AI-generated outputs, particularly during shadow mode and when AI operates in autonomous mode.

## 3.2 AI Liability Limitations

To the maximum extent permitted by law:

- OpsBots is **not liable** for any loss, damage, or expense arising from reliance on AI-generated outputs without appropriate human review.
- OpsBots is **not liable** for any incorrect AI classification, recommendation, or action where the Client has not implemented reasonable review procedures.
- OpsBots's total aggregate liability for claims arising from AI-generated outputs is limited to the fees paid by the Client in the **3-month period** immediately preceding the event giving rise to the claim.

**Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) or any other applicable law that cannot be excluded, restricted, or modified by agreement.** See Section 12 for further details.

## 3.3 Error Reporting and Correction

OpsBots is committed to the continuous improvement of our AI systems. If an AI-generated output is incorrect or causes an issue:

1. **Report the error:** Contact [support@opsbots.com.au](mailto:support@opsbots.com.au) with details of the AI output, the expected outcome, and any impact on your operations. Include the ticket reference number where available.
2. **Acknowledgment:** We will acknowledge error reports within **1 business day**.
3. **Investigation:** We will investigate the reported error and provide a written response within **5 business days**, including:
  - Confirmation of whether the AI output was incorrect
  - Root cause analysis (where identifiable)
  - Remediation steps taken or planned
4. **Correction:** Where an AI error has caused a material impact on the Client's operations, OpsBots will work with the Client to remediate the issue promptly, which may include:
  - Manual correction of affected tickets or records

- Adjustment of AI system parameters to prevent recurrence
- Service credits at OpsBots's discretion for significant disruptions

5. **Trend monitoring:** OpsBots maintains internal records of reported AI errors to identify patterns and improve system accuracy over time.

## 4. Client Obligations

The Client agrees to:

- Provide accurate and complete information required for service configuration and integration
- Maintain the security of API keys, credentials, and account access provided by OpsBots
- Ensure appropriate end-user notifications and consents are in place before activating AI-powered services (as described in our [Privacy Policy](#))
- Maintain human oversight procedures appropriate to the level of AI automation deployed
- Report suspected AI errors or service issues promptly
- Comply with all applicable laws and regulations in connection with their use of the services
- Not use the services for any unlawful purpose or in a manner that could damage, disable, or impair OpsBots's systems

## 5. Data Handling and Retention

### 5.1 Data Processing

OpsBots processes Client data solely for the purpose of delivering the contracted services. Our data handling practices are described in detail in our [Privacy Policy](#). Key principles include:

- **Data minimisation:** We access only the data necessary to provide the contracted services via API integration. We do not perform bulk data exports.
- **Data isolation:** Client data is strictly separated. No data is shared between Clients.
- **No model training:** Client data is not used to train AI models. AI processing via the Anthropic Claude API is transient and not retained by the AI provider.

## 5.2 Data Residency

All persistent Client data is stored on Australian infrastructure (self-hosted systems located in New South Wales). When ticket data is processed by AI, content is transiently transmitted to Anthropic's infrastructure in the United States under enterprise terms. See our [Privacy Policy](#) Section 8 for full details.

## 5.3 Data Retention

Data Type	Retention Period
Active service data (tickets, configurations)	Duration of the service agreement
Processed ticket content (AI outputs)	Transient — not retained after processing
Audit logs	12 months from creation
Billing and financial records	7 years (as required by Australian tax law)
Client data post-termination	Deleted within 30 days of contract termination, unless legally required to retain

## 5.4 Data Export

Upon request during the term or within 30 days of termination, OpsBots will provide the Client with an export of their data in a commonly used, machine-readable format (CSV or JSON).

## 6. Fees and Payment

- Fees are as set out in the applicable Service Agreement or pricing schedule.
- All fees are quoted in **Australian Dollars (AUD)** and are exclusive of GST unless stated otherwise.
- Invoices are issued monthly in advance and payable within **14 days** of the invoice date.
- OpsBots reserves the right to adjust fees with **30 days' written notice**. Fee adjustments will not apply to the current billing period.
- Overdue payments may incur interest at the rate of **2% per month** on the outstanding balance, calculated daily.
- OpsBots may suspend services if payment is overdue by more than **30 days**, after providing written notice and a reasonable opportunity to cure the default.

## 7. Service Levels

OpsBots will use commercially reasonable efforts to maintain service availability. Specific service level commitments, where applicable, will be set out in the Service Agreement.

OpsBots does not guarantee uninterrupted service. Planned maintenance windows will be communicated with at least **48 hours' notice**. Emergency maintenance to address security or stability issues may be performed with shorter notice.

## 8. Intellectual Property

- **OpsBots IP:** All intellectual property in OpsBots's software, systems, AI models, processes, and documentation remains the property of OpsBots. Nothing in these Terms transfers ownership of OpsBots's intellectual property to the Client.
- **Client IP:** The Client retains all rights in its own data, branding, and pre-existing intellectual property. OpsBots does not claim ownership of Client data.

- **AI-generated content:** AI-generated outputs (e.g., ticket responses, knowledge base articles) created using the Client's data are licensed to the Client for their internal business use. OpsBots retains the right to use anonymised, aggregated insights to improve its services.

## 9. Confidentiality

Each party agrees to keep confidential all non-public information received from the other party in connection with these Terms ("Confidential Information"). Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the receiving party
- Was already known to the receiving party prior to disclosure
- Is independently developed by the receiving party without reference to the disclosing party's Confidential Information
- Is required to be disclosed by law, regulation, or court order (with prompt notice to the disclosing party where permitted)

Confidentiality obligations survive termination of these Terms for a period of **3 years**.

## 10. Termination

### 10.1 Termination for Convenience

Either party may terminate the service agreement by providing **30 days' written notice** to the other party.

### 10.2 Termination for Cause

Either party may terminate immediately by written notice if the other party:

- Commits a material breach of these Terms that is not remedied within **14 days** of written notice specifying the breach

- Becomes insolvent, enters administration, or is subject to a winding-up order
- Is unable to perform its obligations for a continuous period exceeding **30 days** due to force majeure

### 10.3 Effect of Termination

Upon termination:

- OpsBots will cease providing services and disable API integrations
- The Client must pay all fees accrued up to the date of termination
- OpsBots will provide a data export upon request (see Section 5.4)
- Client data will be deleted within **30 days** of termination, unless legally required to retain
- Provisions that by their nature should survive termination (including confidentiality, liability limitations, and governing law) will survive

## 11. Refunds

### 11.1 Free Trial Period

New Clients receive a **14-day free trial** on the Professional tier. No payment is required during the trial. If the Client does not wish to continue, they may cancel before the trial ends at no cost.

### 11.2 Money-Back Guarantee

All paid plans include a **30-day money-back guarantee** from the date of the first paid invoice. If the Client is not satisfied with the services during this period, they may request a full refund of fees paid by contacting [support@opsbots.com.au](mailto:support@opsbots.com.au).

### 11.3 Refunds After the Guarantee Period

After the 30-day guarantee period:

- Fees for services already delivered are non-refundable.

- If the Client terminates mid-billing-cycle, any prepaid fees for the remainder of the billing period will be refunded on a pro-rata basis.
- Refunds for service credits or other adjustments are at OpsBots's reasonable discretion.

## 11.4 Consumer Guarantee Remedies

Nothing in this section limits the Client's rights to remedies under the Australian Consumer Law for services that do not meet consumer guarantees. See Section 12.

## 12. Australian Consumer Law — Consumer Guarantees

Our services come with guarantees that cannot be excluded under the **Australian Consumer Law (ACL)**, being Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

Specifically, under **sections 51 to 63 of the ACL**, where our services are supplied to a "consumer" (as defined in the ACL), the following guarantees apply:

- **Section 51 — Guarantee of acceptable quality:** Our services will be fit for purpose, free from defects, and of a standard that a reasonable consumer would regard as acceptable.
- **Section 52 — Guarantee of fitness for a disclosed purpose:** Where you make known a particular purpose for which you require the services, and we accept, our services will be reasonably fit for that purpose.
- **Section 54 — Guarantee as to reasonable care and skill:** Our services will be provided with due care and skill.
- **Section 55 — Guarantee as to fitness for a particular purpose:** Where we supply services for a purpose made known by the consumer, and the consumer relies on our skill and judgment, our services will be reasonably fit for that purpose.
- **Section 60 — Guarantee as to due care and skill (services):** Services will be rendered with due care and skill.

- **Section 61 — Guarantee as to fitness for a particular purpose (services):** Services will be reasonably fit for any purpose specified by the consumer.
- **Section 62 — Guarantee as to reasonable time for supply:** Where no time is fixed for supply, services will be supplied within a reasonable time.
- **Section 63 — Guarantees not to be excluded by contract:** These consumer guarantees cannot be excluded, restricted, or modified by contract.

If we fail to comply with a consumer guarantee, you may be entitled to:

- A remedy including cancellation and refund, or re-supply of the services
- Compensation for any reasonably foreseeable loss or damage resulting from the failure

**For major failures,** you have the right to cancel the service contract and obtain a refund for the unused portion, or to seek compensation for the reduction in value of the services below the price paid.

**For minor failures,** you have the right to have the problem corrected in a reasonable time, and if this is not done, to cancel and obtain a refund.

## 13. Limitation of Liability

Subject to Section 12 (Consumer Guarantees) and to the maximum extent permitted by law:

- OpsBots's total aggregate liability under or in connection with these Terms is limited to the total fees paid by the Client in the **12-month period** preceding the event giving rise to the liability.
- OpsBots is **not liable** for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, data, or business opportunity, however caused.
- OpsBots is **not liable** for any failure or delay in performing its obligations to the extent caused by circumstances beyond its reasonable control (force majeure), including but not limited to natural disasters, cyberattacks, third-party service outages, or government action.

**Nothing in these Terms excludes or limits liability for:**

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be excluded or limited by law, including under the Australian Consumer Law

**14. Indemnification**

The Client agrees to indemnify, defend, and hold harmless OpsBots from and against any claims, losses, damages, liabilities, and expenses (including reasonable legal fees) arising from:

- The Client's breach of these Terms
- The Client's misuse of the services
- The Client's failure to obtain required consents from end-users
- Any third-party claim arising from the Client's use of AI-generated outputs without appropriate human review

**15. Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the laws of **New South Wales, Australia**.

The parties submit to the **non-exclusive jurisdiction of the courts of New South Wales** and any courts entitled to hear appeals from those courts.

Nothing in this clause limits the right of either party to seek interim or injunctive relief in any court of competent jurisdiction.

## 16. Dispute Resolution

Before commencing legal proceedings (other than urgent interlocutory relief), the parties agree to:

1. **Negotiation:** A senior representative of each party will attempt to resolve the dispute by good-faith negotiation within **14 days** of written notice of the dispute.
2. **Mediation:** If not resolved by negotiation, the parties will submit the dispute to mediation administered by the **Australian Disputes Centre (ADC)** in Sydney, NSW. The costs of mediation will be shared equally.
3. **Litigation:** If mediation does not resolve the dispute within **30 days**, either party may commence proceedings in accordance with Section 15.

## 17. General Provisions

### 17.1 Entire Agreement

These Terms, together with the Service Agreement and Privacy Policy, constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, representations, and understandings.

### 17.2 Amendments

OpsBots may update these Terms from time to time. We will provide at least **30 days' written notice** of material changes. Continued use of the services after the notice period constitutes acceptance of the updated Terms. If you do not agree with the changes, you may terminate in accordance with Section 10.

### 17.3 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect. The invalid provision will be modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent.

## 17.4 Waiver

Failure by either party to enforce any right under these Terms does not constitute a waiver of that right. A waiver is only effective if made in writing.

## 17.5 Assignment

The Client may not assign or transfer these Terms without OpsBots's prior written consent. OpsBots may assign its rights and obligations in connection with a merger, acquisition, or sale of all or substantially all of its assets.

## 17.6 Notices

All notices under these Terms must be in writing and sent to the email address provided during account setup, or to [hello@opsbots.com.au](mailto:hello@opsbots.com.au) for notices to OpsBots. Notices are deemed received upon confirmed delivery.

# 18. Contact

**Salim Zakkour trading as OpsBots**

**ABN:** 22 838 356 145

Contact Type	Details
General enquiries	<a href="mailto:hello@opsbots.com.au">hello@opsbots.com.au</a>
Service support	<a href="mailto:support@opsbots.com.au">support@opsbots.com.au</a>
Privacy enquiries	<a href="mailto:hello@opsbots.com.au">hello@opsbots.com.au</a>
Legal notices	<a href="mailto:hello@opsbots.com.au">hello@opsbots.com.au</a>

*These Terms of Service are effective as of 19 March 2026 and should be read together with our [Privacy Policy \(v5.0\)](#) and [Data Processing Agreement](#).*

**Bots**

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