

INBIOT Australia — Terms and Conditions

Last updated: 8 July 2026

These Terms and Conditions apply to the website, enquiries, proposals, bookings, training programmes, managed lab services, certification readiness services, self-paced programmes, pilot programmes and related services provided by INBIOT PTY LTD ABN 79 696 528 506 (“INBIOT”, “we”, “us” or “our”) in Australia.

By using our website, submitting an enquiry, requesting a proposal, accepting a quotation, placing an order, making payment, enrolling in a programme, accessing our learning materials, joining a session, using a lab environment, using a sandbox environment, or receiving any service from us, you agree to these Terms, unless a separate written agreement signed by INBIOT applies.

These Terms operate in addition to any non-excludable rights you may have under the Australian Consumer Law.

1. About INBIOT

INBIOT provides Microsoft-aligned applied learning, managed cloud lab environments, certification readiness support, continuing education support, institutional cohort delivery, self-paced learning pathways and related training services.

Our services may include instructor-led training, virtual instructor-led training, self-paced content, Microsoft Learn-aligned learning pathways, Microsoft Official Curriculum-aligned delivery, managed sandbox environments, lab support, cohort reporting, project-based learning, practice tests, exam-readiness guidance, learner evidence packs and completion certificates.

INBIOT is an independent Microsoft partner. Microsoft, Azure, Microsoft Learn, Microsoft 365, GitHub, Copilot and related names or marks are trademarks of the Microsoft group of companies. Microsoft certifications, badges, vouchers, courseware access, co-branding, programme benefits and institutional approvals are subject to applicable Microsoft and third-party programme rules.

2. Website information

Information on our website is provided for general information only.

Although we take reasonable care to keep information accurate and current, website content may change and may not always reflect the latest course structure, pricing, availability, Microsoft programme requirements, voucher rules, lab specifications or delivery options.

Website information does not constitute a binding offer unless confirmed by INBIOT in a written proposal, order form, invoice, checkout page, statement of work or signed agreement.

We may update website content, prices, course descriptions, programme inclusions, trainers, delivery modes, lab environments, access periods, support processes and schedules at any time.

Your access to and use of our website is also governed by our separate Website Terms of Use.

3. Programme categories

Our services may include the following categories.

3.1 Institutional and cohort programmes

Institutional and cohort programmes may include:

- Managed Cloud Labs;
- Domain Applied Learning;
- Continuing Education Integration;
- Microsoft curriculum-aligned delivery;
- Microsoft certification readiness cohorts;
- exam voucher coordination;
- cohort reporting;
- faculty or institutional support;
- train-the-trainer support;
- pilot programmes;
- custom institutional rollouts.

Institutional and cohort services are governed by these Terms together with the relevant proposal, quotation, order form, purchase order accepted by INBIOT, statement of work, invoice or signed agreement.

3.2 Individual and self-paced programmes

Individual programmes may include AI Agent Starter and any other self-paced, checkout-based or direct-enrolment programmes made available by INBIOT.

Individual programme terms may include product-specific refund rules, access windows, support rules, completion requirements and certificate requirements. Where a product-specific policy applies, it forms part of these Terms.

3.3 Lab-only services

Lab-only services may include access to managed cloud labs, sandbox environments, usage reporting and learner support during the course period.

Unless expressly agreed in writing, standalone lab access is available only during the relevant course duration or access window stated in the proposal, onboarding communication or programme instructions.

4. Order acceptance and authority

A booking, order, enrolment or service request is confirmed only when accepted by INBIOT.

INBIOT may accept an order by:

- confirming acceptance in writing;
- issuing an invoice;
- accepting payment;
- accepting an institutional purchase order;
- confirming checkout completion;
- issuing learner access;
- issuing lab, LMS, sandbox or course access;
- issuing voucher or third-party access;
- starting delivery;
- signing a written agreement or statement of work.

Where a person places an order or accepts a proposal on behalf of an institution, employer, company or organisation, that person confirms that they have authority to bind that organisation.

INBIOT is not required to accept any order, purchase order or booking. If an order cannot be accepted, INBIOT may request changes, issue a revised proposal, or decline the order.

5. Purchase orders and client terms

Where a client issues a purchase order, the purchase order is accepted only for administrative and payment-processing purposes unless INBIOT expressly agrees otherwise in writing.

Any terms attached to or incorporated into a client purchase order, supplier portal, procurement platform or internal policy will not apply unless expressly accepted by INBIOT in writing.

If there is any inconsistency between these Terms and a signed written agreement, the signed written agreement will prevail to the extent of the inconsistency.

6. Pricing, GST and payment

Unless stated otherwise:

- prices are in Australian dollars;
- institutional pricing is exclusive of GST;
- individual checkout pricing may be inclusive of GST where stated;
- quoted prices are valid only for the period stated in the proposal or quotation;
- volume pricing, pilot pricing, launch pricing and promotional pricing may be withdrawn or changed;
- pricing may vary by cohort size, course level, delivery mode, lab requirements, voucher requirements, trainer requirements, reporting scope and support scope.

Payment terms will be stated in the invoice, proposal, checkout page or written agreement.

Unless expressly agreed otherwise, payment is due before course access, lab access, voucher issue, sandbox access or training delivery begins.

For approved institutional clients, INBIOT may agree to invoice-based payment terms. Any such credit arrangement may be withdrawn or suspended if invoices are repeatedly overdue or unpaid.

INBIOT may suspend access, defer delivery, pause support, withhold reports, withhold certificates, withhold vouchers or refuse further bookings where payment is overdue.

Where an approved institutional invoice remains unpaid after its due date, INBIOT may charge interest on the overdue amount at a reasonable rate, and may recover reasonable costs of recovery, including administration and third-party collection costs, to the extent permitted by law.

7. Taxes, fees and third-party charges

The client or learner is responsible for applicable GST, taxes, duties, bank charges, foreign exchange charges, payment gateway charges, card fees or similar costs unless expressly stated otherwise.

Third-party costs may be non-refundable once issued, activated, allocated, consumed, redeemed or committed. These may include exam vouchers, cloud credits, lab licences, sandbox access, software licences, proctoring fees, certification-provider fees, learning-platform licences, vendor courseware and other third-party entitlements.

8. Price changes and vendor changes

Some services, labs, vouchers, software, courseware and cloud services may depend on third-party vendors, including Microsoft and other platform providers.

INBIOT may revise a quotation or proposal before acceptance if vendor pricing, currency rates, licence terms, lab costs, voucher costs, courseware costs or third-party conditions change.

Where a third-party vendor changes or discontinues a product, course, lab, voucher, certification, exam, platform, licence or access condition, INBIOT may provide a reasonable alternative, revised scope, credit or refund for the undelivered portion, depending on the circumstances and applicable law.

9. Prepaid training credits, bulk seats and institutional packages

INBIOT may offer prepaid training credits, bulk learner seats, pilot packages or institutional training packages.

Unless expressly agreed otherwise in writing:

- prepaid credits and bulk seats must be used within 12 months of issue;
- unused credits expire at the end of the validity period;
- credits are not redeemable for cash;
- credits are not refundable once purchased;
- credits may be used only for eligible INBIOT programmes;
- third-party costs such as vouchers, labs and licences may be deducted once allocated or committed;
- institutional credits may not be transferred to another institution without INBIOT's written approval.

Where a proposal states a different validity period or credit rule, the proposal will apply.

10. Booking priority and class availability

Bookings are subject to availability and may be accepted on a first-come, first-served basis.

INBIOT may maintain waitlists for full cohorts or scheduled programmes.

For small-group or institutional cohorts, INBIOT may set minimum or maximum participant numbers.

INBIOT may reschedule, combine or cancel a programme if minimum numbers are not met or if delivery becomes impractical.

11. Course prerequisites and learner readiness

Learners are responsible for reviewing and meeting any stated course prerequisites.

Prerequisites may include prior technical knowledge, Microsoft account access, English-language ability, laptop access, internet connectivity, browser access, institutional email access, Microsoft Learn profile access, or completion of pre-work.

INBIOT may advise a learner or institution that a course is not suitable where the learner does not appear to meet the prerequisites. However, the final responsibility for enrolment suitability rests with the learner or sponsoring institution unless INBIOT has expressly agreed otherwise in writing.

12. Learner technical requirements

Learners are responsible for having:

- a suitable laptop or desktop computer;
- reliable internet access;
- a modern browser;
- a working email account;
- any required Microsoft, LMS, exam-provider or platform account;
- access to required authentication methods;
- permission to access required websites and cloud services from their network.

Unless expressly agreed in writing, INBIOT is not responsible for problems caused by a learner's device, browser restrictions, institutional firewall, blocked email, network issue, local security policy, expired credentials, incorrect account details, or failure to follow onboarding instructions.

13. Lab, sandbox and cloud access

Where lab, sandbox or cloud access is included, access is provided only for learning and training purposes.

Unless expressly stated otherwise, lab access is available only during the course duration or access window specified in the proposal, onboarding email or programme instructions.

Lab access is not:

- a production cloud environment;
- a perpetual subscription;
- an unrestricted Azure subscription;
- a general-purpose development environment;
- a place to store production data;
- a replacement for an institutional LMS;
- a managed service for production deployment;
- a long-term hosting service.

Learners and clients must not upload confidential, sensitive, regulated, medical, legal, financial, employer-sensitive, client-sensitive, government-sensitive or production data into any learning lab or sandbox unless expressly approved by INBIOT in writing under an appropriate data-handling arrangement.

INBIOT may suspend or terminate lab access where a learner or client:

- misuses cloud resources;
- creates security or cost risk;
- attempts unauthorised access;
- shares credentials;
- uses the environment outside the intended learning purpose;
- uploads prohibited data;
- breaches vendor terms;
- breaches these Terms.

14. Support

Support inclusions depend on the programme purchased.

Support may include onboarding help, LMS-access help, lab-access help, sandbox-access help, ticket support, clinic access, cohort coordinator support or trainer Q&A.

Unless expressly stated otherwise, INBIOT's standard support turnaround time is 2 business days.

Support turnaround time means the target time for INBIOT to acknowledge or begin addressing a support request. It does not guarantee full resolution within that period, particularly where the issue depends on Microsoft, a third-party vendor, learner device configuration, institutional network settings, exam-provider systems or external platforms.

Unless expressly agreed in writing, support does not include:

- one-to-one tutoring;
- job placement;
- production deployment;
- support for unrelated personal or employer projects;
- debugging of unrelated code;
- support outside the course period;
- support for unsupported devices, browsers or networks;
- support for third-party account issues outside INBIOT's control.

15. Attendance, no-show and completion

For live, virtual or cohort-based training, learners must attend at the scheduled time and follow joining instructions.

A learner who is late, absent, unable to join due to their own technical issue, or does not complete required learning activities may not be marked complete.

A learner who does not attend a scheduled course, clinic, lab, exam-prep session or assessment without prior written notice may be treated as a no-show.

Unless expressly agreed in writing, no-shows and missed sessions do not entitle the learner or client to a refund, replacement session, transfer, extension or certificate.

Completion certificates may be issued only where the learner meets the stated completion requirements. Completion requirements may include attendance, lab activity, module completion, project submission, assessment attempt, evidence-pack generation or other stated criteria.

16. Participant substitution

For institutional or corporate bookings, participant substitution is generally permitted if requested in writing before access, vouchers, lab credentials, LMS accounts or certificates have been issued.

INBIOT may refuse or limit substitution where:

- the original learner has already accessed the programme;
- a voucher has already been issued or allocated;
- a lab or LMS licence has already been assigned;
- third-party terms prevent transfer;
- the substitute learner does not meet prerequisites;
- the substitution creates operational, privacy, reporting or compliance issues.

17. Client cancellation, transfer and rescheduling

Cancellation, transfer and rescheduling rules may be stated in the relevant proposal, invoice, statement of work or agreement.

If no specific rules are stated, the following default rules apply.

All cancellation, transfer and rescheduling requests must be made in writing.

17.1 Public or scheduled cohort programmes

For public or scheduled cohort programmes:

- more than 10 business days before the start date: fees may be refunded or credited, less any non-refundable third-party costs already incurred;
- 5 to 10 business days before the start date: 50% of the programme fee may be charged, and any remaining amount may be held as credit, less non-refundable third-party costs;
- less than 5 business days before the start date: 100% of the programme fee may be payable.

17.2 Private, customised or institutional programmes

For private, customised or institution-specific programmes, cancellation or rescheduling within 10 business days of the start date may attract 100% of the programme fee.

This is because INBIOT may have already committed trainers, labs, courseware, licences, vouchers, cloud resources, customisation effort, onboarding effort, reporting setup, travel or delivery resources.

17.3 Digital and self-paced programmes

Digital and self-paced programmes are subject to their product-specific refund policy.

Where no product-specific policy applies, digital programme fees may be non-refundable once access, downloadable materials, lab access, sandbox access, templates, licence keys, vouchers or programme credentials have been issued or activated, except where required by law.

18. INBIOT cancellation, postponement or changes

INBIOT may cancel, postpone, reschedule or change a programme where reasonably necessary, including due to low enrolment, trainer illness, platform outage, lab issue, vendor change, Microsoft programme change, security risk, payment issue, force majeure or circumstances beyond our reasonable control.

Where INBIOT cancels a paid programme and does not provide an alternative date, credit or substantially similar replacement, INBIOT will provide an appropriate refund or credit for the undelivered portion, subject to applicable law and any written agreement.

INBIOT may change trainers, delivery mode, venue, virtual platform, session timing, lab environment, course version, content sequence, examples or exercises, provided the changed service remains substantially aligned with the purchased programme.

INBIOT is not responsible for travel, accommodation, time, opportunity cost, lost income or other expenses incurred by learners or clients due to cancellation, postponement or rescheduling, except where required by law or expressly agreed in writing.

19. Course materials and intellectual property

All INBIOT-created materials, templates, guides, slides, lab instructions, checklists, practice activities, evidence-pack templates, reports, assessments and programme structures remain the intellectual property of INBIOT or its licensors.

Learners and clients receive a limited, non-exclusive, non-transferable licence to use the materials for participation in the relevant programme.

Unless expressly agreed in writing, learners and clients must not:

- copy, resell, publish, upload, distribute or commercialise INBIOT materials;
- share course, LMS, lab or sandbox access with another person;
- record live sessions without permission;
- remove copyright, trademark or ownership notices;
- create a competing course or service using INBIOT materials;
- scrape, download or mass-copy platform content;
- use INBIOT materials outside the purchased programme.

Third-party materials, including Microsoft, vendor, exam-provider or platform materials, remain subject to the relevant third-party terms.

20. Microsoft Learn, badges, certifications and certificates

Some programmes may refer to Microsoft Learn content, Microsoft Applied Skills, Microsoft badges, Microsoft certifications, Microsoft Official Curriculum or exam readiness.

Unless expressly stated otherwise:

- a Microsoft training badge is not the same as a Microsoft Certification;
- a Microsoft Certification requires passing the applicable Microsoft certification exam;
- an INBIOT completion certificate is not a Microsoft Certification;
- an INBIOT completion certificate is not a degree, diploma or nationally recognised qualification;
- course completion does not guarantee exam success, employment, promotion, salary increase, admission, academic credit or professional recognition.

For Microsoft Learn-related activities, learners may need to use their own Microsoft account. INBIOT does not control Microsoft Learn profiles, Microsoft badge issuance, Microsoft account access or Microsoft certification profiles.

21. Certification exams and vouchers

Where exam vouchers are included or purchased, they are subject to the applicable exam provider's rules, Microsoft policies, voucher validity period, scheduling requirements, proctoring requirements, ID requirements and rescheduling or cancellation rules.

INBIOT may assist with voucher coordination but does not control Microsoft exam availability, exam scheduling, exam content, proctoring decisions, ID acceptance, exam results, exam platform issues or certification decisions.

Once an exam voucher is issued, allocated, redeemed, scheduled, expired, lost due to no-show, or forfeited under Microsoft or exam-provider rules, it may not be refundable or replaceable unless expressly agreed or required by law.

Learners are responsible for checking voucher validity, scheduling exams within the validity period, attending exams on time, carrying required ID, and complying with exam-provider rules.

22. No exam pass assurance

Unless INBIOT expressly publishes or agrees a separate written pass-assurance offer for a specific programme, INBIOT does not provide exam pass assurance, second-attempt assurance or guaranteed certification outcomes.

Training, practice tests, revision sessions, readiness guidance and voucher support do not guarantee that a learner will pass any Microsoft or third-party exam.

23. Third-party terms

Some services depend on third-party platforms, vendors, content, licences, labs, cloud services, exam providers, payment providers or software providers.

By participating in a programme or purchasing a related service, clients and learners agree to comply with applicable third-party terms.

Third-party terms may apply to:

- Microsoft services;
- Microsoft Learn;
- Microsoft certification exams;
- exam vouchers;
- Pearson VUE or other exam providers;
- lab platforms;
- LMS platforms;
- payment gateways;
- cloud services;

- collaboration tools;
- proctoring platforms;
- analytics tools;
- software licences.

If a third-party term conflicts with these Terms, the third-party term may prevail for the relevant third-party product, platform, licence, exam, voucher or service.

INBIOT is not responsible for loss, interruption, refusal, suspension, termination, price change, policy change, content change, certification change or access issue caused by a third-party provider, except to the extent required by law.

24. Client and learner responsibilities

Clients and learners must:

- provide accurate and complete enrolment information;
- provide learner lists and contact details on time;
- ensure learners meet stated prerequisites;
- ensure required approvals, accounts and access are available;
- ensure institution network policies allow access to required platforms;
- comply with these Terms and third-party terms;
- use labs and materials only for learning purposes;
- notify INBIOT promptly of issues;
- ensure any personal information shared with INBIOT has been collected and shared lawfully;
- obtain any required consent from learners, employees or participants;
- follow reasonable instructions from INBIOT trainers and support staff.

For institutional programmes, the client is responsible for internal approvals, academic credit decisions, institutional communication, learner nomination, local infrastructure, venue arrangements, invigilation if applicable, and any internal policy requirements unless expressly agreed otherwise.

25. Access credentials and security

Where INBIOT requires access to client systems, cloud subscriptions, tenant settings, learner lists, dashboards or platforms to provide services, the client must provide suitable access in a timely and secure manner.

The client remains responsible for its own systems, data, user accounts, administrator roles, security settings, access approvals, offboarding and internal controls.

INBIOT will use reasonable care in handling access credentials and will use access only for the purpose of delivering the agreed service.

The client must promptly remove or modify INBIOT access when the engagement ends or when access is no longer required.

INBIOT is not responsible for delay, delivery failure or reduced functionality caused by the client refusing, delaying, restricting or misconfiguring required access.

26. Institutional reporting

Where a university, institution, employer or sponsor pays for or coordinates a cohort, INBIOT may provide agreed operational reports to nominated coordinators.

Reports may include onboarding status, attendance, lab activity, module completion, readiness status, practice-test progress, completion status, evidence-pack status, support status, voucher status, certification status where shared with us, and other agreed programme metrics.

INBIOT does not determine academic credit, transcript treatment, degree requirements, internal grades, microcredential status, continuing professional development recognition or institutional assessment outcomes unless expressly agreed in writing.

27. Privacy and personal information

INBIOT handles personal information in accordance with its Privacy Policy.

By participating in a programme, learners and clients consent to INBIOT collecting, using and disclosing information reasonably required to:

- manage enquiries;
- process bookings and payments;
- enrol learners;
- provide course access;
- provide lab and sandbox access;
- provide support;
- issue certificates;
- coordinate vouchers;
- deliver training;
- provide cohort reporting;
- comply with legal obligations;
- communicate about related services.

INBIOT may share relevant information with third-party providers where reasonably required for programme delivery, including Microsoft, exam providers, LMS providers, lab providers, payment processors, trainers, support providers and institutional coordinators.

Institutional clients must ensure they have authority and any required consent to provide learner information to INBIOT.

28. Records and evidence

INBIOT may retain operational records relating to enrolment, attendance, lab activity, support requests, completion status, certificates, reports, invoices, payments, correspondence and learner progress.

These records may be used for delivery, reporting, audit, quality assurance, dispute resolution, compliance and internal improvement.

Where certificates or completion evidence are reissued, INBIOT may charge an administration fee unless prohibited by law or otherwise agreed.

29. Recordings

Live sessions, webinars, clinics or meetings may or may not be recorded.

Where a session is recorded, INBIOT may use the recording for training delivery, learner catch-up, quality assurance, internal review, vendor compliance or institutional reporting, depending on the programme.

Participants must not record, publish, distribute or share session recordings, screenshots, chat transcripts or trainer materials without INBIOT's written permission.

Where recordings are made available, access may be time-limited and limited to enrolled learners or authorised institutional coordinators.

Some vendor programmes may require limited recording or evidence collection for quality assurance, compliance or funding purposes. Where applicable, participants will be informed as reasonably practicable.

30. Participant conduct

Learners must behave respectfully and professionally in all sessions, chats, labs, forums, clinics and support interactions.

INBIOT may remove, suspend or restrict a learner without refund where the learner:

- harasses, abuses or threatens trainers, staff or other learners;
- disrupts sessions;
- shares access credentials;
- copies, scrapes, resells or misuses materials;
- attempts unauthorised system access;
- uploads prohibited data;
- cheats, impersonates another person or misrepresents completion;

- breaches Microsoft, exam-provider, LMS, lab or platform rules;
- engages in unlawful, harmful, discriminatory or offensive conduct.

31. Code of practice

INBIOT is committed to ethical marketing, fair access, professional delivery and continuous improvement.

INBIOT aims to:

- describe its services accurately and clearly;
- distinguish between training, certificates, Microsoft badges, Microsoft certifications and other credentials;
- avoid misleading claims about employment, exam pass outcomes or academic recognition;
- provide trainers or facilitators with suitable subject-matter capability;
- provide reasonable learner support during the programme;
- protect learner records using reasonable administrative and technical safeguards;
- provide a fair process for complaints and concerns;
- improve programmes using learner, trainer and institutional feedback.

32. Complaints and disputes

Learners or clients should raise complaints in writing by emailing kevin@inbiot.com.au.

The complaint should include:

- name;
- organisation, if applicable;
- programme name;
- relevant dates;
- summary of the issue;
- requested outcome;
- supporting evidence, if any.

INBIOT will aim to acknowledge complaints within 2 business days and work in good faith to resolve them.

Where a complaint relates to a third-party platform, voucher, exam provider, Microsoft account, institutional policy or external system, INBIOT may need to coordinate with the relevant party and resolution may take longer.

33. Confidentiality

Each party must use reasonable care to protect confidential information received from the other party and use it only for the purpose for which it was provided.

This does not restrict disclosure:

- required by law;
- to professional advisers;
- to relevant staff, trainers, contractors or vendors for delivery;
- of information already public;
- of information independently developed;
- of information required for vendor compliance, courseware access, voucher issue, certification administration or programme reporting.

Learners must not upload confidential or sensitive third-party information into a learning lab or sandbox unless expressly authorised.

34. AI outputs and learning prototypes

Where a programme involves AI assistants, copilots, agents, prompts, generated content, automation workflows or prototypes, outputs may be inaccurate, incomplete, biased, outdated or unsuitable for a particular use.

Learners and clients are responsible for reviewing, testing and validating AI outputs before relying on them.

Unless expressly agreed in writing, any AI assistant, agent, workflow, chatbot, prompt system, prototype or demo built during a programme is a learning prototype, not a production-ready system.

INBIOT is not responsible for decisions made using unreviewed AI outputs or learning prototypes.

35. No professional advice

INBIOT programmes are educational.

They do not constitute legal, financial, tax, medical, migration, employment, cybersecurity assurance, compliance, academic-accreditation or professional advice.

Any examples, templates, AI outputs, workflows, reports or prototypes created during a programme should be independently reviewed before being used in a real business, legal, academic, clinical, financial, employment, cybersecurity or compliance context.

36. Marketing, testimonials and case studies

INBIOT may request permission to use testimonials, logos, learner stories, institutional outcomes, photos, videos or case studies.

INBIOT will not use a client's name, logo or identifiable learner information in public marketing materials without appropriate permission.

Aggregated, anonymised or non-identifiable programme statistics may be used for internal reporting, service improvement or marketing, provided they do not identify a learner or client.

37. Warranties and disclaimers

INBIOT will use reasonable care and skill in providing its services.

To the maximum extent permitted by law, INBIOT does not guarantee that:

- a learner will pass an exam;
- a learner will receive a Microsoft certification;
- a learner will obtain employment, promotion, salary increase or admission;
- a programme will meet every individual expectation;
- third-party platforms will be uninterrupted or error-free;
- lab environments will be available beyond the stated course period;
- AI outputs or learning prototypes will be suitable for production use;
- Microsoft or another vendor will maintain the same course, exam, badge, voucher or platform structure.

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, warranty or right that cannot be excluded under the Australian Consumer Law.

38. Limitation of liability

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, warranty, right, remedy or liability that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

To the maximum extent permitted by law, INBIOT is not liable for indirect, consequential, special or incidental loss, loss of profit, loss of revenue, loss of business opportunity, loss of goodwill, loss of anticipated savings, exam failure, employment outcome, academic outcome, third-party platform failure, or loss caused by learner or client misuse.

Where liability cannot be excluded but can lawfully be limited, INBIOT's liability is limited to one or more of the following, as permitted by law and having regard to the nature of the failure:

- resupplying the relevant service;
- paying the cost of having the relevant service supplied again;
- providing a reasonable credit;
- refunding the amount paid for the affected service or undelivered portion.

For institutional, corporate or business clients, INBIOT's aggregate liability for a claim relating to a service is limited to the amount paid to INBIOT for the affected service under the relevant invoice, order form or statement of work, except to the extent such limitation is not permitted by law.

The liability cap does not apply to liability arising from fraud, wilful misconduct, gross negligence, personal injury, breach of confidentiality, breach of privacy obligations, infringement of intellectual property rights, or any liability that cannot lawfully be excluded or limited.

This clause does not limit any right or remedy available under the Australian Consumer Law.

39. Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies rights, guarantees or remedies that cannot be excluded under the Australian Consumer Law.

If a service has a major problem, consumers may have rights to cancel and obtain an appropriate refund or other remedy. If a problem is minor, INBIOT may be entitled to fix the problem within a reasonable time.

Our refund, cancellation and transfer policies operate in addition to, and not instead of, non-excludable consumer rights.

40. Force majeure

INBIOT is not responsible for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, illness, internet outages, platform outages, cyber incidents, supplier failures, government action, war, civil unrest, transport disruption, power failure, exam-provider outages, Microsoft platform changes, vendor changes or other force majeure events.

INBIOT will take reasonable steps to minimise disruption and may reschedule, modify or provide alternative delivery where appropriate.

41. Suspension and termination

INBIOT may suspend, restrict or terminate access to the affected service where INBIOT has reasonable grounds to believe that:

- payment is overdue;

- a learner or client has materially breached these Terms;
- a learner or client has misused systems, labs, credentials, vouchers, platforms or materials;
- suspension is reasonably necessary to address a security, privacy, legal, regulatory, compliance or safety risk;
- a third-party provider suspends, removes or materially restricts access required for the service;
- continuing delivery would create a material operational, financial, legal or reputational risk that cannot reasonably be managed by a less restrictive step.

Where reasonably practicable, INBIOT will give the affected client or learner notice of the issue and a reasonable opportunity to remedy it before suspending or terminating access.

INBIOT may suspend access immediately without prior notice where reasonably necessary to address urgent security, privacy, legal, compliance, safety, system-integrity, misuse or third-party access risks.

Any suspension, restriction or termination will be limited, where reasonably practicable, to the affected learner, account, cohort, lab, service or access right.

Where access is suspended or terminated due to the client's or learner's breach, misuse, non-payment or failure to comply with these Terms or applicable third-party terms, the client or learner may not be entitled to a refund except where required by law.

Where INBIOT terminates a paid service for reasons not caused by the client or learner, INBIOT will provide a reasonable alternative, credit or refund for the undelivered portion, subject to applicable law and the relevant agreement.

Termination does not affect accrued payment obligations, confidentiality obligations, intellectual property obligations, third-party obligations, or rights and remedies that have already arisen.

42. Assignment and subcontracting

INBIOT may use employees, contractors, trainers, facilitators, support providers, platform providers, lab providers and other subcontractors to deliver services.

INBIOT remains responsible for the services it is required to provide under the relevant agreement, subject to these Terms.

Clients and learners may not assign or transfer their rights or obligations without INBIOT's written consent.

43. Changes to these Terms

INBIOT may update these Terms from time to time by publishing the updated version on its website.

Unless otherwise agreed in writing, the Terms in effect at the time a booking or order is accepted will apply to that booking or order.

Any updated Terms will apply to future website use, future enquiries, future bookings and future orders after the updated Terms are published.

For an existing booking or order, INBIOT may apply a change only to the extent reasonably necessary because of a change in law, regulation, vendor requirement, platform requirement, Microsoft programme rule, security requirement or third-party service condition that affects the relevant service.

Where a change materially affects an existing paid service, INBIOT will take reasonable steps to notify the affected client or learner and, where reasonably practicable, provide a substantially similar alternative, revised delivery option, credit or refund for the undelivered portion, subject to applicable law and the relevant agreement.

Continued use of the website or services after updated Terms are published may constitute acceptance of the updated Terms for future use and future bookings, but does not remove any non-excludable rights under the Australian Consumer Law.

44. Entire agreement and order of precedence

These Terms, together with any proposal, quotation, order form, checkout confirmation, invoice, purchase order accepted by INBIOT, statement of work or signed agreement, form the entire agreement between the parties for the relevant service and supersede any prior discussion, representation, understanding or arrangement, whether oral or written, on the same subject matter.

To the extent of any inconsistency, the following order of precedence applies, from highest to lowest: (a) a signed written agreement between the parties; (b) an applicable statement of work; (c) a proposal, quotation or order form accepted by INBIOT; (d) an invoice or checkout confirmation issued by INBIOT; (e) these Terms; and (f) general website content. This clause does not exclude any right or guarantee that cannot be excluded under the Australian Consumer Law.

45. Notices

Any formal notice under these Terms must be in writing. Notices to INBIOT must be sent by email to kevin@inbiot.com.au. Notices to a client or learner may be sent to the email address most recently provided to INBIOT for that person or organisation.

A notice sent by email is taken to be received when the sender's system records successful transmission, unless the sender receives an automated delivery-failure message. A notice taken to be received after 5.00pm, or on a day that is not a business day in New South Wales, is treated as received on the next business day.

46. Severability and waiver

If any part of these Terms is invalid, illegal or unenforceable, that part will be severed or read down to the extent necessary, and the remaining Terms will continue to apply.

A failure or delay by INBIOT to enforce a right does not waive that right.

47. Governing law

These Terms are governed by the laws of New South Wales, Australia, unless a separate written agreement states otherwise.

The parties submit to the courts and tribunals of New South Wales and any courts entitled to hear appeals from them.

48. Contact

For questions about these Terms, bookings, refunds, complaints or programme access, contact:

INBIOT PTY LTD

Email: kevin@inbiot.com.au

Website: <https://inbiot.com.au>

Schedule 1 — Refund Policy

Refunds, cancellations, transfers and rescheduling for AI Agent Starter and all other INBIOT programmes are governed by the INBIOT Refund Policy published at <https://inbiot.com.au>, which forms part of these Terms.

For AI Agent Starter, a change-of-mind refund may be available within 7 days of purchase where you have not completed the guided sandbox build and have not generated your AI Agent Evidence Pack. Once the sandbox build is completed or the AI Agent Evidence Pack is generated, the programme is treated as substantially delivered and the 7-day change-of-mind refund is no longer available, except where required by the Australian Consumer Law.

This Schedule and the Refund Policy operate in addition to your non-excludable rights under the Australian Consumer Law.