

AltTab Pty Ltd

ABN 22 666 565 108

General Terms and Conditions

Version 2.0 | Effective 1 July 2026

These General Terms and Conditions apply to all services, goods, and deliverables supplied by AltTab Pty Ltd. Engagement-specific terms are set out in the applicable Service Schedule, which forms part of the Agreement together with these Terms and the relevant Statement of Work or Quote.

Service Schedules:

[Schedule 1 – Professional Services](#)

[Schedule 2 – Managed Services](#)

[Schedule 3 – Supply of Goods and Subscriptions](#)

1. Introduction

These General Terms and Conditions (Terms) govern the provision of all services, goods, and associated deliverables by AltTab Pty Ltd ABN 22 666 565 108 (AltTab, We, Us, Our, Supplier) to any customer (You, Your, Customer) who engages AltTab under a Statement of Work, Order Form, or other written engagement document (each, a SOW). These Terms, together with the applicable Service Schedule, SOW or Quote (as defined in clause 2), form the agreement between the parties (Agreement).

By executing a SOW or otherwise engaging AltTab to provide services, You agree to be bound by these Terms and the applicable Service Schedule. These Terms prevail over any conflicting or inconsistent terms in any purchase order or other document issued by You, unless AltTab has expressly agreed otherwise in writing.

AltTab provides services and products across three principal categories, each governed by a separate Service Schedule: (a) Professional Services - including fixed-price projects, time and materials engagements, prepaid hours, and staff augmentation (Schedule 1); (b) Managed Services - ongoing, SLA-backed operational services delivered on a recurring monthly fee (Schedule 2); and (c) Supply of Goods and Subscriptions - resale of third-party hardware, software licences, vendor support entitlements, and cloud subscriptions (Schedule 3). The applicable Service Schedule applies to each engagement as relevant.

2. Definitions

In these Terms and the Service Schedules, the following definitions apply:

Agreement these Terms together with the applicable Service Schedule, SOW, and any Variations.

AltTab IP all Intellectual Property Rights in Deliverables, tools, methodologies, know-how, and pre-existing materials owned or licensed by AltTab.

AltTab Personnel	any employee, contractor, or subcontractor of AltTab engaged to perform services under a SOW.
Business Hours	Monday to Friday, 8:30 AM to 5:00 PM Australian Eastern Standard Time (AEST), excluding Queensland public holidays.
Confidential Information	any information disclosed by one party to the other in connection with this Agreement that is identified as confidential or that a reasonable person would consider confidential given its nature or the circumstances of disclosure, including technical, commercial, pricing, and operational information.
Deliverables	the documents, designs, configurations, reports, or other outputs to be provided by AltTab as specified in a SOW.
Goods	hardware, equipment, and physical products supplied by AltTab under a Quote.
GST	goods and services tax as defined in the GST Act.
GST Act	the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Intellectual Property Rights	all present and future intellectual property rights, including copyright, patents, trade marks, designs, trade secrets, and know-how.
Quote	a written document issued by AltTab setting out the price and terms for the supply of Goods or Subscriptions.
Service Commencement Date	the date on which AltTab commences delivery of services under a SOW, as specified in that SOW.
Service Schedule	each of Schedule 1 (Professional Services), Schedule 2 (Managed Services), and Schedule 3 (Supply of Goods and Subscriptions), as applicable to the relevant engagement.
SOW	a Statement of Work, Order Form, Quote, or other written engagement document issued by AltTab and accepted by You (by countersignature, written acceptance, purchase order, written instruction to proceed, or payment of an invoice) setting out the scope, fees, and terms of a specific engagement.
Subscriptions	third-party software licences, cloud services, vendor support entitlements, and similar recurring subscription products supplied by AltTab under a Quote.
Variation	a written change to the scope, fees, or other terms of a SOW agreed by authorised representatives of both parties.

3. Statements of Work

3.1 Each SOW incorporates and is subject to these Terms and the applicable Service Schedule. In the event of any inconsistency between a SOW and these Terms or the applicable Service Schedule, the SOW prevails to the extent of the inconsistency, unless expressly stated otherwise.

3.2 A SOW becomes binding on You when accepted, which may occur by countersignature, written acceptance, issue of a purchase order referencing the SOW, written instruction to proceed, or payment of any invoice issued under the SOW. An unaccepted SOW constitutes an offer only. Unless otherwise stated in the SOW, proposals are valid for fourteen (14) days from the date of submission, after which they may be withdrawn or repriced at AltTab's discretion.

3.3 Each SOW will set out, as applicable: the scope of services and deliverables; the engagement type; fees and payment schedule; key assumptions; client responsibilities; out-of-scope items; and the applicable Service Commencement Date.

3.4 Where AltTab undertakes work in advance of a fully executed SOW on the basis of Your written or oral instruction, these Terms and the applicable Service Schedule apply to that work and You will pay AltTab's standard rates for all time and materials expended.

4. Fees, Invoicing and Payment

4.1 Fees

4.1.1 All fees are as specified in the applicable SOW. Unless the SOW expressly states otherwise, all fees are exclusive of GST and any other applicable taxes or levies.

4.1.2 Fixed-price fees are based on the scope, assumptions, and working arrangements set out in the SOW. If any assumption proves incorrect or any out-of-scope matter arises, AltTab will notify You and the parties will agree a Variation in accordance with clause 8.

4.1.3 Time-and-materials work is charged in minimum increments of fifteen (15) minutes at the rates specified in the applicable SOW or, where no rate is specified, AltTab's then-current standard rate card.

4.1.4 Services delivered outside Business Hours are subject to after-hours rate multipliers as set out in the applicable SOW. Where no multiplier is specified, AltTab's standard after-hours rates apply.

4.2 Invoicing

4.2.1 Unless otherwise specified in a SOW, AltTab will invoice as follows: (a) fixed-price engagements - at agreed milestones as set out in the SOW; (b) time-and-materials engagements - monthly in arrears; (c) Managed Services - monthly in advance; (d) Prepaid Hours - monthly in advance; (e) Staff Augmentation - as specified in the SOW, typically monthly in advance; (f) Goods and Subscriptions - upon acceptance of the applicable Quote.

4.2.2 AltTab will issue tax invoices complying with the GST Act. You must pay each invoice within the period specified in the SOW or, where no period is specified, within seven (7) days of the invoice date.

4.3 Late Payment

4.3.1 If You fail to pay any amount by its due date, AltTab may, without prejudice to any other rights: (a) charge interest on the overdue amount at the rate of ten percent (10%) per annum, calculated daily from the due date until the date of payment; and (b) suspend delivery of services on fourteen (14) days' written notice, and resume services only upon receipt of all outstanding amounts.

4.3.2 You must not withhold or set off any amount owing to AltTab against any claim or dispute unless AltTab has agreed in writing.

5. GST

5.1 All amounts payable under these Terms are expressed exclusive of GST unless otherwise stated. If GST is payable in respect of any supply made under this Agreement, You must pay an additional amount equal to the GST payable, at the same time and in the same manner as the consideration for the supply, subject to AltTab providing You with a valid tax invoice.

5.2 Where any payment is calculated by reference to a cost incurred or loss suffered, the payment must be reduced by the input tax credit (if any) to which the recipient is entitled in respect of that cost or loss.

6. Expenses and Travel

6.1 All services are delivered remotely during Business Hours unless otherwise agreed in the SOW. On-site attendance, where required and agreed, is subject to additional travel and accommodation charges.

6.2 AltTab will not incur travel or accommodation expenses without Your prior written approval. Approved expenses will be invoiced at the rates set out in the applicable SOW or, where no rates are specified, at cost plus five percent (5%). Meals where overnight accommodation is required will be charged at one hundred dollars (AUD \$100) per night away from home base, unless otherwise agreed.

6.3 Travel by private vehicle over 100 km from AltTab's office or the agreed place of work will be charged at \$1.25 per kilometre, unless otherwise agreed in the SOW.

6.4 Expenses incurred with Your approval will be invoiced separately and are payable within the same period as the related service fees.

7. Client Responsibilities

7.1 You are responsible for performing all obligations described as Your responsibility in the applicable SOW. Without limiting this, You must: (a) provide AltTab with timely access to systems, environments, personnel, and information reasonably required to perform the services; (b) make decisions and provide approvals within timeframes agreed in the SOW or as otherwise reasonably requested by AltTab; (c) notify AltTab promptly of any changes to Your environment or requirements that may affect the services; and (d) ensure Your systems and environments meet any technical prerequisites set out in the SOW.

7.2 AltTab's delivery obligations are conditional on You fulfilling Your responsibilities. Delays or additional costs arising from Your failure to meet Your responsibilities may give rise to a Variation under clause 8 and AltTab will not be liable for any resulting failure to meet delivery timelines or SLA targets.

7.3 You indemnify AltTab and its AltTab Personnel against any loss, damage, cost, or liability (including reasonable legal costs) arising from: (a) third-party claims resulting from materials or software You have provided infringing the Intellectual Property Rights of a third party; (b) Your failure to obtain required third-party consents or authorisations; or (c) Your breach of these Terms or the applicable SOW.

8. Variations

8.1 The scope, fees, and other terms of a SOW may only be changed by a written Variation approved in writing by Your authorised representative.

8.2 AltTab will notify You promptly if it identifies a matter that may require a Variation, including where: (a) a scope change or new requirement is requested; (b) an assumption or exclusion in the SOW proves to be incorrect; (c) a client dependency is not fulfilled; (d) the number of workshops, sessions, or deliverables exceeds those assumed; or (e) delays caused by factors within Your control materially extend the engagement timeline.

8.3 No Variation work will commence until the Variation has been approved in writing by Your authorised representative. If You request AltTab to proceed with work prior to agreement of a Variation, AltTab may do so at its discretion and You will be liable for the reasonable costs of that work.

8.4 Where a Variation requires additional time or resources, AltTab's fees will be adjusted to reflect the reasonable cost of the additional work at the rates applicable under the SOW or, if no rate applies, at AltTab's then-current standard rates.

9. Intellectual Property

9.1 AltTab (or its licensors) retains all Intellectual Property Rights in any Deliverables, tools, methodologies, know-how, and pre-existing materials used in the performance of the services (AltTab IP). Nothing in these Terms transfers ownership of any AltTab IP to You.

9.2 Upon payment in full of all fees relevant to the applicable Deliverables, AltTab grants You a non-exclusive, non-transferable, royalty-free licence to use those Deliverables for Your own internal business purposes. This licence does not permit You to sub-license, commercialise, or disclose the Deliverables to third parties except as required for Your internal operations.

9.3 You grant AltTab a perpetual, non-exclusive, royalty-free licence to use any materials (including software, data, and documentation) that You provide to AltTab in connection with the services, to the extent necessary to perform the services and fulfil AltTab's obligations under the Agreement. AltTab will not use Your materials for any other purpose.

9.4 Nothing in this Agreement affects either party's rights in any material created independently of this Agreement and existing prior to the engagement.

9.5 Where AltTab incorporates third-party software or open-source components into Deliverables, AltTab will notify You of the applicable licences. You are responsible for complying with all relevant third-party licence terms.

9.6 If You disclose or provide Deliverables to any third party, You do so at Your own risk. You agree to defend, indemnify, and hold AltTab harmless from any third-party claims arising from such disclosure or use.

10. Confidentiality

10.1 Each party agrees to hold the other's Confidential Information in strict confidence, to use it solely for the purposes of this Agreement, and to protect it with no less care than it uses to protect its own confidential information of a like nature (and in any event, no less than reasonable care).

10.2 Neither party will disclose the other's Confidential Information to any third party without prior written consent, except to its employees, contractors, advisers, or sub-contractors who need to know the information for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those in this clause.

10.3 Confidential Information does not include information that: (a) is or becomes publicly available other than through a breach of this Agreement; (b) the receiving party can demonstrate was already in its possession prior to disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is required to be disclosed by law, court order, or regulatory authority, provided the receiving party gives prompt written notice to the disclosing party (where legally permitted) and cooperates in seeking a protective order.

10.4 You must treat all information provided by AltTab in connection with any engagement - including technical, commercial, pricing, and operational information - as Confidential Information, and must not disclose it without Our prior written consent.

10.5 Neither party may advertise, publish, or make any public announcement relating to the existence or terms of this Agreement without the prior written consent of the other party.

10.6 The obligations in this clause survive expiry or termination of this Agreement for a period of three (3) years.

11. Use of Artificial Intelligence

11.1 We may use artificial intelligence tools and platforms (AI Tools) that have been approved by AltTab's management to support the analysis, drafting, and delivery of services under this Agreement. Use of AI Tools is subject to AltTab's internal AI use policy, which is reviewed and updated from time to time.

11.2 All outputs generated by AI Tools are subject to review, verification, and professional judgement by a qualified AltTab engineer or consultant before being provided to You or applied in the delivery of services. AltTab does not deliver AI-generated outputs to You without human review.

11.3 AltTab does not use unapproved, consumer-grade, or public AI platforms to process Your Confidential Information or client data. Where an approved AI Tool is used to process Your data, it will be used in a manner consistent with clause 10 (Confidentiality) and any applicable privacy obligations.

11.4 You acknowledge that AI Tools may assist in improving the efficiency and quality of services but that AltTab's professional obligations and the standards set out in clause 12 (Warranties) apply to the services as delivered, regardless of the tools used to deliver them.

12. Warranties

12.1 AltTab warrants that it will perform the services with reasonable care and skill, in a professional and competent manner consistent with applicable industry standards.

12.2 To the extent permitted by law, all other warranties, representations, terms, and conditions (whether express or implied by statute, common law, or otherwise) are excluded, including any implied warranty of fitness for a particular purpose or merchantability.

12.3 Nothing in these Terms excludes, restricts, or modifies the application of any provision of the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any equivalent State or Territory legislation (Consumer Law) to the extent that it would be unlawful to do so. To the extent AltTab is permitted to limit its liability for a failure to comply with a Consumer Law guarantee, AltTab limits that liability to, at its election: (a) re-supplying the services; or (b) paying the cost of re-supplying the services.

12.4 AltTab will pass through to You (to the extent assignable) any warranties provided by third-party hardware or software manufacturers in respect of Goods or third-party products supplied under a SOW. AltTab makes no additional warranty in respect of third-party products beyond what the manufacturer provides.

12.5 Deliverables and services are not subject to formal acceptance testing unless expressly agreed in the SOW.

13. Limitation of Liability

13.1 To the maximum extent permitted by law, AltTab's aggregate liability to You for all claims arising under or in connection with this Agreement (including for negligence, breach of contract, or any other cause of action) is limited to the total fees received by AltTab under the specific SOW that is the subject of the claim, during the twelve (12) month period immediately preceding the event giving rise to the claim.

13.2 To the maximum extent permitted by law, neither party will be liable to the other for any: (a) loss of profits or revenue; (b) loss of data or corruption of data; (c) loss of goodwill or reputation; (d) business interruption; or (e) indirect, special, incidental, consequential, exemplary, or punitive loss or damage - whether arising from breach of contract, negligence, or otherwise, and even if the party has been advised of the possibility of such loss or damage.

13.3 AltTab's liability will be reduced proportionately to the extent that Your acts, omissions, or failures to comply with Your obligations under this Agreement have caused or contributed to the relevant loss or damage.

13.4 Each party must take commercially reasonable steps to mitigate any loss or damage it suffers in connection with this Agreement.

13.5 The limitations in this clause do not apply to: (a) liability that cannot be excluded or limited under the Consumer Law; (b) liability arising from a party's fraud or wilful misconduct; or (c) liability under an indemnity expressly given in this Agreement.

14. Term and Termination

14.1 These Terms apply from the date on which You accept a SOW and continue until the completion or termination of all SOWs to which they apply, subject to provisions that by their nature survive termination.

14.2 Either party may terminate a SOW (and these Terms as they apply to that SOW) immediately by written notice if: (a) the other party commits a material breach of the Agreement and fails to remedy that breach within thirty (30) days of receiving written notice specifying the breach; or (b) the other party becomes insolvent, enters external administration, is wound up (other than for the purposes of a solvent reconstruction), enters into a scheme of arrangement with its creditors, or is otherwise unable to pay its debts as and when they fall due.

14.3 AltTab may terminate a SOW immediately by written notice if You fail to pay any amount due and that failure continues for more than fourteen (14) days after AltTab has given You written notice of the failure.

14.4 Engagements may be terminated on notice as set out in the applicable Service Schedule.

14.5 On termination or expiry of a SOW, You must pay AltTab: (a) all fees for services rendered and expenses incurred up to and including the date of termination; (b) fees for Deliverables in progress, on a pro-rata or reasonable value basis; and (c) any direct costs or committed third-party costs that AltTab has reasonably incurred and cannot mitigate as a result of the termination.

14.6 Termination of any SOW does not affect any rights or obligations that have accrued prior to termination. Clauses 9, 10, 13, 14.5, 16, and 17 survive expiry or termination of this Agreement.

15. Force Majeure

15.1 Neither party will be liable for any delay or failure to perform its obligations under this Agreement (other than a payment obligation) to the extent caused by a Force Majeure Event. A Force Majeure Event means any event beyond the reasonable control of the affected party, including natural disasters, acts of God, war, terrorism, pandemic, epidemic, government action, or failure of third-party infrastructure or communications networks.

15.2 The affected party must notify the other party promptly of the Force Majeure Event, the obligations affected, and the expected duration. The affected party must take all reasonable steps to minimise the impact and resume performance as soon as practicable.

15.3 If a Force Majeure Event continues for more than thirty (30) days, either party may terminate the affected SOW by written notice, in which case clause 14.5 applies, but only in respect of services performed prior to the commencement of the Force Majeure Event.

16. Representations and Reliance

16.1 In performing the services, AltTab relies on the accuracy and completeness of the information, data, and instructions You provide. You represent that all information provided to AltTab is accurate and complete to the best of Your knowledge.

16.2 AltTab's advice, recommendations, and Deliverables are provided for Your internal use only and are based on the information available at the time of preparation. You must make Your own assessment of any advice or recommendations and satisfy yourself as to their appropriateness for Your specific requirements before acting on them.

16.3 If You disclose or provide Deliverables to a third party, or provide warranties to a third party with respect to Deliverables, You agree to defend, indemnify, and hold AltTab harmless from any third-party claims arising out of such disclosure, warranty, or use.

17. General

17.1 These Terms are governed by the laws of Queensland, Australia. Each party submits to the exclusive jurisdiction of the courts of Queensland.

17.2 AltTab may assign or novate its rights and obligations under this Agreement to a related body corporate or to a purchaser of the relevant part of its business without Your consent. You may not assign or novate Your rights or obligations without AltTab's prior written consent, which will not be unreasonably withheld.

17.3 AltTab may engage subcontractors to perform any part of the services without Your prior consent. AltTab remains responsible for the acts and omissions of its subcontractors as if they were AltTab's own.

17.4 If any provision of this Agreement is or becomes invalid, unenforceable, or illegal, that provision will be severed and the remaining provisions will continue in full force and effect.

17.5 These Terms, together with the applicable Service Schedule and SOW, constitute the entire agreement between the parties in relation to their subject matter and supersede all prior agreements, representations, and understandings.

17.6 Unless otherwise expressly agreed in writing by the parties, this Agreement will prevail over any existing or subsequent terms and conditions provided directly or indirectly by You in relation to the same subject matter (including any terms and conditions in a purchase order or order form provided by You), and such terms will be null and void.

17.7 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

17.8 AltTab may update these Terms and the Service Schedules from time to time by publishing revised versions at alttab.com.au/terms. The version in effect at the time a SOW is executed governs that SOW.