Client Services and Licence Agreement

Cross Digital: websites, business apps and client pages for salons and small businesses

Version: 8 November 2026.

---

1. Who this agreement is between

Cross Digital	Mitchell Cross, ABN 63 837 674 336, trading as Cross Digital, hello@cross-digital.com.au ("**we**", "**us**")
Client	Business name _____ ABN _____ Contact and email _____ ("**you**")

This agreement starts when you accept it, either by signing below, ticking "I agree" on our booking page, or paying the deposit. It applies to everything we build and run for you, along with the Order Form (Schedule 1) for your business.

---

2. What we provide

1. **The build.** We design and set up the items listed in your Order Form. That may include a website, a business app for you and your team (for example "HQ"), and a page for your clients (for example a "client passport"). Together these are the "**System**".
2. **Running it.** From go-live we host the System, keep it secure and updated, renew connections (such as Square) and fix faults.
3. **Support.** Email or message support during business hours. We aim to reply within 1 business day and fix anything that stops you working as a priority.
4. **Changes.** Reasonable small content changes (prices, team, opening hours, photos) are included each month. New features or redesigns are quoted separately before we start.
5. **Updates.** We improve the System over time. Updates may change how features look or work, but we won't remove a feature you rely on without telling you first.

3. Fees and payment

1. **Build fee:** as in the Order Form. 50% is due when you book and the rest before go-live. The deposit secures your build slot and isn't refundable once work has started, except as the Australian Consumer Law requires.
2. **Monthly fee:** from go-live, invoiced monthly in advance. Prices include GST where it applies.
3. **Late payment:** if an invoice is more than 14 days overdue, we'll remind you. If it's still unpaid 14 days after that reminder, we may pause the business app and client page until it's paid. We won't delete anything while it's paused.
4. **Price changes:** we'll give you at least 30 days' notice before the monthly fee changes.

---

4. Services you pay for directly

Some parts of the System run on your own accounts with other companies. You keep those accounts in your name and pay them directly. Their own terms and prices apply:

- **Square** (your bookings, clients and payments)
- **Mobile Message**, or another SMS provider (login codes and texts to your clients)
- **Your domain name** (your web address)

The System also uses providers we arrange: **Cloudflare** (hosting and database), **Anthropic** (AI features) and others listed in our data and privacy record. AI use is included up to the monthly limit in your Order Form. We're not responsible for outages, changes or price rises by these companies, but we'll help you work around them.

---

5. Who owns what

1. **We own the System.** The software, code, templates, designs, layouts, workflows, recommendation rules (such as a lash mapping tool) and every improvement to them belong to Cross Digital. That includes anything we make while working with you, unless the Order Form says otherwise.
2. **You get a licence to use it.** While this agreement is in place and fees are paid, you may use the System for your own business. You may let your staff use it. You can't copy, sell, sublicense, reverse engineer or rebuild it, or give another developer access to its code.
3. **You own your content and your data.** Your logo, photos, wording, prices and menu, and your client and business records, stay yours. You allow us to use them to build, run and improve your System.

4. **Your input.** If you share methods or material for the System (for example a training manual used to set up lash rules), you confirm you're allowed to share it. Whether we may reuse rules built from your material for other clients is your choice, recorded in the Order Form.
5. **Ideas and feedback.** We may use suggestions you make to improve the System for all our clients.
6. **Anonymous statistics.** We may use de-identified, combined figures (for example how often a lash recommendation matched the artist's choice) to improve the System. They never identify you, your clients or your staff. You can opt out by telling us.
7. **Our portfolio.** We may show your website and a description of the work in our portfolio, without any client data. You can opt out by telling us.

---

6. Your clients' data and privacy

1. **Your obligations.** You're responsible for your obligations to your own clients. That includes your privacy notice, getting consent where it's needed (especially for health or consultation information), and the Spam Act for any marketing texts.
2. **How we handle it.** We handle your data only to provide and support the System, and as described in our data and privacy record, which we keep up to date and give you on request. We don't sell your data or use it for marketing.
3. **Access.** Because we host the System, we can technically access your data. We only do so to fix a problem, provide support, or when you ask.
4. **Security.** We use encrypted connections, hashed PINs, encrypted keys for your connected accounts and access limits. You must keep your PIN and logins private, and tell us straight away if you think someone else has them.
5. **If something goes wrong.** If we become aware of a data breach affecting your data, we'll tell you without delay (within 72 hours), help you assess it, and help with any notice you need to give under the Notifiable Data Breaches scheme.
6. **Where data is kept.** Your database is stored in Cloudflare's Oceania region. Some providers, such as Anthropic for AI features, may process data overseas.

---

7. AI and recommendation features

AI writing help, photo checks and recommendation tools (such as lash mapping) are suggestions to support your professional judgement. They can be wrong. You're responsible for checking anything before you rely on it or send it to a client, and for the treatment decisions you make.

8. Your responsibilities

- Give us accurate information and content, and approve the System before go-live.
- Keep your own accounts (Square, SMS, domain) active and paid.
- Make sure your website content and advertising follow the law and your industry's rules. For example, cosmetic injectables and cosmetic procedures have advertising rules from Ahpra and the TGA.
- Use the System lawfully, and don't use it to store anything you aren't allowed to keep.

---

9. Availability

We take reasonable care to keep the System online and working, but no online service can promise it will never go down. We're not responsible for interruptions caused by providers in section 4, your internet or devices, or events outside our reasonable control.

---

10. Ending the agreement

1. **Minimum term:** 3 months from go-live, then month to month.
2. **Notice:** after the minimum term, either of us can end this agreement with 30 days' written notice (email is fine).
3. **Ending early:** either of us may end it straight away if the other seriously breaches it and doesn't fix the breach within 14 days of being asked. That includes fees unpaid beyond the period in section 3.
4. **Your data when it ends:** for 30 days after the end, we'll give you an export of your HQ records and other data we hold, in a common format (such as CSV). Your bookings and clients stay in your own Square account. After that period we delete your data, except anything we must keep by law (for example invoices).
5. **Your domain stays yours.** We'll help point it wherever you choose. The System's software doesn't transfer to you. A buy-out of your website design can be quoted.

---

11. Liability

1. Nothing in this agreement excludes your rights under the Australian Consumer Law.
2. As far as the law allows, our total liability under this agreement is limited to the fees you paid us in the 3 months before the claim. Where the law allows it, our liability for a service is limited to

supplying the service again or paying for it to be supplied again.

3. Neither of us is liable for indirect loss, such as lost profits or lost bookings, as far as the law allows.

---

12. Confidentiality

We'll each keep the other's confidential information private, including your client data, our code and how the System works. We'll only use it for this agreement. This continues after the agreement ends.

---

13. General

- **Law:** New South Wales, Australia.
- **Disputes:** we'll first try to sort it out by talking. If that doesn't work within 30 days, we'll try mediation before going to court.
- **Changes to this agreement:** only in writing agreed by both of us. We may update our standard terms for new clients without changing yours.
- **Notices:** by email to the addresses in section 1, or any new address either of us gives.
- **Whole agreement:** this agreement and your Order Form are the full agreement about the System.

Schedule 1: Order Form

What we're building	[ ] Website [ ] Business app (HQ) [ ] Client page (passport) [ ] Other: _____
Your web address	_____
Build fee (incl. GST)	$_____ Deposit 50%: $ _____
Monthly fee (incl. GST)	$_____ from go-live
AI use included	Up to US$12 of AI use a month. Above that, only by agreement.
Content changes included	Reasonable small changes each month
Minimum term	3 months from go-live
Target go-live date	_____
Anonymous statistics / portfolio	[ ] OK [ ] Opt out of statistics [ ] Opt out of portfolio
Reuse of rules built from your material	[ ] Cross Digital may reuse [ ] Only for my business

Signatures

For the Client	Name and role: Signature: Date:
For Cross Digital	Name: Signature: Date:

Questions about this agreement: hello@cross-digital.com.au