



Construction Project Management Specialist

SERVICE TERMS AND CONDITIONS

*Including Website Terms of Use, Engagement Terms, Data & Privacy Policy Provisions,
Acceptable Use Policy, Cybersecurity Policy, and Global Operations Terms.*

Issued by: Pistabia CPM (Pistabia CPM & Partners)	Established: 27 January 2022
Jurisdiction: Australia (NSW)	Legal Contact: cpm-legal@pistabia.com
Effective Date: This document is effective from the date of first publication and remains in force until superseded or revoked by Pistabia CPM in writing.	

IMPORTANT NOTICE — READ CAREFULLY BEFORE PROCEEDING

THESE SERVICE TERMS AND CONDITIONS ("TERMS") CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU ("CLIENT", "USER", OR "PARTY") AND PISTABIA CPM & PARTNERS ("PISTABIA CPM", "THE COMPANY", "WE", "US", OR "OUR"). BY ACCESSING PISTABIA CPM'S WEBSITE, ENGAGING ANY SERVICE, ACCESSING ANY RESOURCE, SUBMITTING ANY INFORMATION, ENTERING ANY PROJECT ARRANGEMENT, OR COMMUNICATING WITH ANY REPRESENTATIVE OF PISTABIA CPM OR PARTNERS, YOU UNCONDITIONALLY ACCEPT AND ARE BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CEASE ALL INTERACTION WITH PISTABIA CPM AND ITS PLATFORMS.

SECTION 1 — PRELIMINARY MATTERS, DEFINITIONS AND INTERPRETATION

1.1 About Pistabia CPM

Pistabia CPM & Partners ("Pistabia CPM" or "the Company") is a construction project management specialist firm incorporated and based in Australia, established on 27 January 2022. Pistabia CPM provides a comprehensive range of project management, consultancy, advisory, and related professional services to clients across Australia and internationally.

Pistabia CPM was founded and built upon the extensive professional network, specialised knowledge, industry relationships, intellectual property, and personal expertise of Mr. R. Hoq ("the Founder"). Mr. R. Hoq's contributions to the establishment, growth, methodology, and intellectual foundation of Pistabia CPM are foundational and inalienable to the business. All methodologies, approaches, operational frameworks, and strategic assets originating from or associated with Mr. R. Hoq are proprietary to Pistabia CPM.

1.2 Global Partner Network

Pistabia CPM operates as the hub of a global network of trusted partners, associates, subcontractors, consultants, and allied professionals (collectively, "Global Partner Network" or "Partners") who collaborate to ensure the smooth, efficient, and high-quality delivery of services to clients across all jurisdictions in which Pistabia CPM operates or provides services.

By engaging Pistabia CPM's services, accessing its website, or submitting any information to Pistabia CPM, each Client, User, or third party expressly and irrevocably acknowledges, consents to, and authorises Pistabia CPM to share, disclose, transmit, and utilise all information provided to, collected by, or generated in relation to them — including personal information, project data, financial information, communications, documents, and any other data — with any member of the Global Partner Network, at Pistabia CPM's sole discretion, without further notice or consent being required. This consent is a non-negotiable condition of engagement and cannot be withdrawn once engagement commences.

1.3 Definitions

In these Terms, unless the context otherwise requires:

- "Agreement" means these Terms together with any Engagement Letter, Proposal, Schedule of Services, or other written instrument signed by Pistabia CPM, as amended from time to time by Pistabia CPM at its sole discretion.
- "Client" means any individual, corporation, government body, joint venture, trust, or other entity that engages, procures, or receives services from Pistabia CPM.
- "Company Content" means all information, data, reports, designs, plans, schedules, methodologies, templates, tools, software, intellectual property, and materials created, compiled, sourced, or generated by Pistabia CPM in the course of providing services.
- "Confidential Information" means all information disclosed by Pistabia CPM or any Party in connection with an engagement that is by nature confidential, including trade secrets, pricing, methodologies, network details, project strategies, and all Client data.
- "Engagement" means any project, consultancy, advisory assignment, or other arrangement in which Pistabia CPM provides services to a Client.

- "Force Majeure Event" means any event beyond Pistabia CPM's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, government actions, pandemics, industrial disputes, cyberattacks, or infrastructure failures.
- "Intellectual Property" or "IP" includes all patents, trademarks, service marks, trade names, copyright, design rights, database rights, domain names, know-how, trade secrets, methodologies, processes, and all other intellectual property rights, whether registered or unregistered, and all applications for the same.
- "Partner" means any member of the Global Partner Network, including but not limited to subcontractors, consultants, advisors, technology providers, and professional firms engaged by or associated with Pistabia CPM.
- "Personal Information" has the meaning given to it under the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).
- "Project" means any construction, infrastructure, development, or related undertaking in respect of which Pistabia CPM provides services.
- "Services" means all project management services, advisory services, consultancy services, digital services, website services, reports, and any other services, products, or deliverables provided by Pistabia CPM.
- "Third-Party Content" means any information, data, documents, or materials submitted by a Client, User, or third party to Pistabia CPM through any means.
- "User" means any person who accesses the Pistabia CPM website or digital platforms, regardless of whether they engage services.
- "Website" means the Pistabia CPM website and all associated digital platforms, portals, applications, and tools operated by or on behalf of Pistabia CPM.
- "You" or "Your" means the Client, User, or other party accessing or engaging with Pistabia CPM.

1.4 Interpretation

In these Terms: (a) headings are for convenience only and do not affect interpretation; (b) the singular includes the plural and vice versa; (c) a reference to a party includes its successors and permitted assigns; (d) a reference to legislation includes any amendment, re-enactment, or subordinate legislation; (e) the word "including" is not limiting; (f) where Pistabia CPM has a discretion, that discretion is unfettered and absolute unless expressly stated otherwise; (g) any ambiguity or uncertainty shall be resolved in favour of Pistabia CPM.

SECTION 2 — ACCEPTANCE, VARIATION AND ENTIRE AGREEMENT

2.1 Acceptance of Terms

These Terms are accepted, without reservation, by any person or entity who: (a) accesses or uses the Website; (b) requests, receives, or uses any Services; (c) submits any information, inquiry, or document to Pistabia CPM; (d) enters into an Engagement with Pistabia CPM; (e) corresponds or communicates with Pistabia CPM in any form; or (f) uses any product or digital tool associated with Pistabia CPM.

Acceptance is unconditional and irrevocable. There is no requirement for Pistabia CPM to notify a Client or User of their acceptance, and acceptance occurs automatically upon the triggering act referred to above.

2.2 Pistabia CPM's Right to Amend

Pistabia CPM reserves the absolute and unconditional right to amend, modify, update, replace, or revoke these Terms at any time, without prior notice, and at its sole and unfettered discretion. Such amendments take effect immediately upon publication on the Website or any other means of communication chosen by Pistabia CPM. Continued use of the Website or Services after any such amendment constitutes unconditional acceptance of the amended Terms. It is the responsibility of each Client and User to review these Terms regularly.

2.3 Entire Agreement

These Terms, together with any applicable Engagement Letter, Proposal, or Schedule of Services, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations,

representations, warranties, understandings, or agreements, whether oral or written. No oral representations, industry customs, or prior conduct shall be used to supplement, vary, or qualify these Terms.

2.4 Precedence

In the event of any conflict between these Terms and any Engagement Letter, Schedule of Services, or other document, Pistabia CPM shall determine the order of precedence at its sole discretion. Where Pistabia CPM does not specify an order of precedence, these Terms shall prevail unless expressly stated otherwise in a signed instrument issued by Pistabia CPM.

SECTION 3 — WEBSITE TERMS OF USE

3.1 Access and Use

Access to the Website is provided by Pistabia CPM at its sole discretion and may be withdrawn, restricted, suspended, or terminated at any time, for any reason or no reason, without notice or liability to any person. Pistabia CPM makes no warranty that the Website will be available, accessible, uninterrupted, error-free, or free of viruses at any time.

Users are permitted to access the Website solely for the purpose of obtaining information about Pistabia CPM's services and engaging with Pistabia CPM in good faith. Any other use is strictly prohibited.

3.2 Prohibited Activities

Users must not: (a) use the Website for any unlawful purpose or in breach of any applicable law; (b) transmit any harmful, offensive, defamatory, fraudulent, or otherwise objectionable content; (c) attempt to gain unauthorised access to any part of the Website or Pistabia CPM's systems; (d) engage in any data scraping, harvesting, or automated querying; (e) upload or transmit viruses, malware, or other malicious code; (f) misrepresent the User's identity, capacity, or authority; (g) use the Website in any manner that could damage, disable, or impair Pistabia CPM's systems or reputation; (h) reproduce, distribute, or commercially exploit any content from the Website without Pistabia CPM's prior written consent; or (i) interfere with or disrupt the integrity or performance of the Website.

3.3 Website Content

All content on the Website is provided for general information purposes only. Pistabia CPM does not warrant the accuracy, completeness, currency, or fitness for purpose of any information on the Website. Pistabia CPM expressly excludes all liability for any reliance placed on Website content by any person.

Company Content on the Website is the exclusive intellectual property of Pistabia CPM and is fully protected by copyright, trade mark, and other applicable intellectual property laws of Australia and, to the fullest extent applicable, international law. No content may be copied, reproduced, adapted, transmitted, published, or otherwise used without the prior written consent of Pistabia CPM.

3.4 Third-Party Links

The Website may contain links to third-party websites. Such links are provided for convenience only and do not constitute endorsement by Pistabia CPM. Pistabia CPM accepts no responsibility for the content, accuracy, legality, or privacy practices of any third-party website. Users access third-party websites entirely at their own risk.

3.5 User Submissions

Any content, information, data, ideas, suggestions, feedback, or materials submitted by a User through the Website or any communication channel of Pistabia CPM ("User Submission") becomes the exclusive property of Pistabia CPM upon submission, without payment of any compensation or acknowledgment. Pistabia CPM is granted and retains a perpetual, irrevocable, worldwide, royalty-free, sublicensable, transferable, and exclusive licence to use, reproduce, modify, adapt, publish, translate, distribute, perform, display, and commercially exploit User Submissions in any form and for any purpose, including commercial purposes, without restriction.

By making a User Submission, the User represents and warrants that: (a) they have the legal right to make such submission; (b) the submission does not infringe any third-party rights; (c) the submission does not contain false

or misleading information; and (d) Pistabia CPM's use of the submission will not breach any law. The User irrevocably waives all moral rights in relation to User Submissions to the fullest extent permitted by law.

3.6 Cookies and Tracking

The Website uses cookies, web beacons, pixel tags, and similar technologies to enhance the User experience, gather analytics, and improve Pistabia CPM's services. By using the Website, Users consent to Pistabia CPM's use of these technologies. Pistabia CPM may collect, store, and process data generated through Website use, including IP addresses, device information, browser data, and navigation patterns, for any lawful purpose, including sharing with Partners.

SECTION 4 — PROJECT MANAGEMENT SERVICES

4.1 Scope of Services

Pistabia CPM provides project management services including but not limited to: project planning and scheduling; cost management and budget oversight; procurement and contract administration; risk assessment and management; stakeholder management; design management; construction supervision; quality assurance; programme management; project controls; reporting; commissioning support; and project close-out. The precise scope of services for any Engagement shall be as set out in the applicable Engagement Letter or Proposal issued by Pistabia CPM.

Pistabia CPM reserves the right to modify, suspend, or discontinue any service offering at any time without notice or liability.

4.2 Engagement Process

No Engagement shall be binding on Pistabia CPM until Pistabia CPM has issued a written Engagement Letter or Proposal and received full execution thereof by the Client, together with any required advance payment, retainer, or documentation as specified by Pistabia CPM. Verbal commitments, emails, or informal correspondence do not constitute a binding engagement unless confirmed in writing by an authorised officer of Pistabia CPM.

4.3 Client Obligations

The Client must: (a) provide Pistabia CPM with timely, accurate, and complete information necessary for the delivery of services; (b) grant Pistabia CPM and its nominees all necessary access to sites, personnel, documents, and systems; (c) make timely decisions in accordance with any programme agreed with Pistabia CPM; (d) comply with all applicable laws and regulations relevant to the Project; (e) promptly notify Pistabia CPM of any circumstances that may affect the Project; and (f) pay all invoices in accordance with the agreed payment terms.

Pistabia CPM shall not be liable for any delay, cost overrun, defect, loss, or damage arising from the Client's failure to meet the above obligations. Any resulting delay or additional cost shall be borne exclusively by the Client.

4.4 Pistabia CPM's Authority

The Client acknowledges that Pistabia CPM acts as the Client's authorised representative for project management purposes within the scope of the Engagement. Pistabia CPM has full authority to: make project management decisions; issue instructions to contractors and subcontractors; approve or reject variations; approve or certify payments; manage third-party relationships; and take any action reasonably necessary for effective project delivery, unless expressly limited in writing.

The Client shall hold harmless and indemnify Pistabia CPM for any decision, instruction, or action taken by Pistabia CPM within the scope of its authority, provided such action was taken in good faith.

4.5 Use of Partners and Subcontractors

Pistabia CPM may, at its sole discretion and without Client approval, engage any member of its Global Partner Network or any other subcontractor, specialist, or professional to assist in delivering the Services. The Client acknowledges that Pistabia CPM is a network-based organisation and that engagement of Partners is fundamental to its service delivery model. Pistabia CPM shall remain the single point of responsibility to the Client, subject to the liability limitations set out in these Terms.

4.6 Project Information

All Project information, data, reports, and documentation prepared by or through Pistabia CPM in connection with an Engagement are and shall remain the exclusive property of Pistabia CPM. The Client is granted a non-exclusive, non-transferable licence to use such materials solely for the purposes of the Project and solely during the term of the Engagement. Pistabia CPM may use, reproduce, reference, and publish Project information for any purpose, including marketing, research, and case study purposes, subject to reasonable de-identification of commercially sensitive Client details.

4.7 Variations

Any request by the Client for a change to the scope, timeline, or deliverables of an Engagement constitutes a request for a variation. No variation is binding unless Pistabia CPM has agreed to it in writing and has issued a revised fee schedule or variation order. Pistabia CPM is not obliged to accept any variation request. Any additional costs associated with a variation shall be borne by the Client.

SECTION 5 — FINANCIAL TERMS

5.1 Fees and Payment

All fees, charges, and disbursements are as set out in the applicable Engagement Letter or Proposal and may be revised by Pistabia CPM at any time with reasonable notice. Unless otherwise stated, all fees are exclusive of GST, which shall be charged in addition at the applicable rate.

Invoices are due and payable within fourteen (14) calendar days of the invoice date, unless expressly agreed otherwise in writing. Time is of the essence with respect to all payment obligations. Pistabia CPM reserves the right to issue progress invoices at any stage of an Engagement.

5.2 Late Payment

In the event of late payment: (a) interest shall accrue on all overdue amounts at the rate of ten percent (10%) per annum, calculated daily from the due date until the date of full payment; (b) Pistabia CPM may suspend all Services immediately and without notice until payment is received; (c) the Client shall be liable for all costs incurred by Pistabia CPM in recovering the overdue amount, including legal costs on a solicitor-client basis, debt collection fees, and disbursements; and (d) Pistabia CPM may terminate the Engagement with immediate effect.

5.3 Advance Payments and Retainers

Pistabia CPM may require advance payments or retainers as a condition of commencing or continuing any Engagement. Such amounts are non-refundable once Services have commenced, except at Pistabia CPM's absolute discretion. Pistabia CPM may apply retainers or advance payments against any outstanding amounts owed by the Client.

5.4 Disputed Invoices

If a Client disputes any invoice, they must notify Pistabia CPM in writing within five (5) business days of the invoice date, specifying the amount disputed and the grounds. Failure to notify within this period shall constitute unconditional acceptance of the invoice. The undisputed portion of any invoice remains due and payable by the original due date. Disputes shall be resolved in accordance with the dispute resolution provisions in Section 19.

5.5 Set-Off and Withholding

The Client has no right to set off, deduct, withhold, or counterclaim any amount against sums due to Pistabia CPM, unless Pistabia CPM has specifically agreed in writing. All amounts owed to Pistabia CPM must be paid in full and without deduction.

5.6 Currency and Tax

All fees and charges are denominated in Australian Dollars (AUD) unless otherwise agreed in writing. Where services are delivered internationally, Pistabia CPM may invoice in an agreed foreign currency, and any currency

conversion costs shall be borne by the Client. The Client is solely responsible for all taxes, duties, levies, or charges imposed by any government authority in the Client's jurisdiction in connection with the engagement.

5.7 Financial Information

Any financial information, estimates, cost plans, budgets, or forecasts provided by Pistabia CPM are provided in good faith based on information available at the time and do not constitute financial advice, a guarantee, or warranty of any outcome. Pistabia CPM expressly disclaims all liability for any reliance placed on such information.

5.8 Lien

Pistabia CPM shall have a lien over all documents, data, reports, drawings, plans, and other materials in its possession belonging to or produced for the Client until all outstanding amounts owed to Pistabia CPM have been paid in full.

SECTION 6 — RESOURCE MANAGEMENT

6.1 Allocation of Resources

Pistabia CPM retains absolute and exclusive discretion over the allocation, reallocation, deployment, and management of all its personnel, Partners, subcontractors, and resources in connection with any Engagement. The Client acknowledges that Pistabia CPM serves multiple clients and that resource allocation reflects Pistabia CPM's overall business operations.

Pistabia CPM does not guarantee the continuous deployment of any named individual to any Engagement and reserves the right to substitute personnel at any time without prior notice, provided that reasonable competence is maintained.

6.2 Personnel Conduct

The Client must treat all Pistabia CPM personnel and Partners with respect and in accordance with applicable workplace laws. The Client shall promptly notify Pistabia CPM if any personnel conduct is considered unsatisfactory. Pistabia CPM shall address such matters at its own discretion. The Client must not give direct instructions to Pistabia CPM's personnel or Partners outside the agreed scope without Pistabia CPM's written consent.

6.3 Non-Solicitation

The Client must not, during the term of any Engagement or for a period of twenty-four (24) months after its conclusion, directly or indirectly solicit, employ, retain, or engage any personnel, subcontractor, or Partner of Pistabia CPM who was involved in the Client's Engagement, without Pistabia CPM's prior written consent. In the event of breach, the Client shall pay Pistabia CPM a referral fee equivalent to twelve (12) months' gross salary or fee of the relevant individual, as liquidated damages.

6.4 Resource Availability and Force Majeure

Pistabia CPM shall not be liable for any failure to deliver services resulting from resource unavailability caused by a Force Majeure Event. Pistabia CPM will use reasonable endeavours to notify the Client of any significant resource disruption and to resume services as soon as practicable.

SECTION 7 — INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership of Company IP

All Intellectual Property created, developed, invented, generated, compiled, adapted, or otherwise produced by Pistabia CPM, its personnel, or its Partners in the course of providing services — including all reports, methodologies, frameworks, templates, tools, software, databases, plans, designs, models, algorithms, and

process documentation — is and shall remain the exclusive property of Pistabia CPM ("Company IP"). The Client acquires no proprietary interest in Company IP by virtue of an Engagement or the payment of fees, except as expressly granted in writing.

7.2 Founder's IP

All methodologies, frameworks, knowledge systems, professional networks, industry insights, and intellectual assets attributable to, originating from, or associated with Mr. R. Hoq that have been contributed to or embedded within Pistabia CPM's operations, systems, or service delivery model are acknowledged as foundational contributions and are the exclusive property of Pistabia CPM. No Client, User, or third party shall have any claim against Mr. R. Hoq personally in respect of any Intellectual Property developed, shared, or applied within the scope of Pistabia CPM's business operations.

7.3 User-Generated and Third-Party Submitted Content

Pistabia CPM claims and is hereby granted full, exclusive, perpetual, worldwide, irrevocable, royalty-free, sublicensable, and transferable ownership of all rights (including all Intellectual Property rights) in and to all content, information, data, submissions, feedback, documents, designs, and materials submitted, uploaded, provided, or communicated to Pistabia CPM by any Client, User, or third party through any channel ("Third-Party Submissions").

The submitting party: (a) irrevocably assigns to Pistabia CPM all present and future rights in the submission; (b) waives all moral rights in the submission to the fullest extent permitted by law; (c) warrants that the submission is original and does not infringe any third-party rights; and (d) indemnifies Pistabia CPM against all claims, losses, and expenses arising from any breach of the above warranties.

7.4 Sourced Information

All information sourced by Pistabia CPM from publicly available, licensed, or third-party sources in the course of its operations, together with all analysis, commentary, and outputs derived therefrom, constitutes Company IP and is exclusively owned by Pistabia CPM. Pistabia CPM makes no warranty regarding the accuracy or completeness of sourced information.

7.5 Licence Grant

Subject to full payment of all fees and compliance with these Terms, Pistabia CPM grants the Client a limited, non-exclusive, non-transferable, revocable licence to use the deliverables produced for the Client solely for the purposes of the Project. This licence does not extend to any underlying methodology, software, database, or other Company IP. The licence terminates automatically upon any breach of these Terms or any failure to make payment.

7.6 Trade Marks

The name "Pistabia CPM", all associated logos, brand assets, and trade marks are the exclusive property of Pistabia CPM. No Client, User, or third party may use Pistabia CPM's trade marks in any manner without prior written consent.

SECTION 8 — DATA MANAGEMENT AND PRIVACY

8.1 Collection and Use of Information

Pistabia CPM collects, holds, uses, and discloses personal and commercial information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), as supplemented by these Terms. Pistabia CPM may collect information directly from individuals or indirectly through third parties, digital platforms, or public sources.

Information collected by Pistabia CPM may be used for: (a) delivering and improving services; (b) managing Client and business relationships; (c) project delivery and management; (d) invoicing and financial administration; (e) marketing and promotional activities (unless opted out); (f) legal and compliance purposes; (g) research and development; (h) training of personnel and systems; (i) sharing with Partners within the Global Partner Network; and (j) any other lawful purpose identified by Pistabia CPM from time to time.

8.2 Disclosure to Partners

BY ENGAGING PISTABIA CPM, ACCESSING ITS WEBSITE, OR SUBMITTING ANY INFORMATION TO PISTABIA CPM, EACH CLIENT, USER, AND THIRD PARTY EXPRESSLY AND IRREVOCABLY CONSENTS TO PISTABIA CPM SHARING AND DISCLOSING ALL INFORMATION — INCLUDING PERSONAL, COMMERCIAL, PROJECT, AND FINANCIAL INFORMATION — WITH ANY MEMBER OF THE GLOBAL PARTNER NETWORK, FOR ANY LAWFUL PURPOSE, WITHOUT FURTHER NOTICE OR ADDITIONAL CONSENT BEING REQUIRED. This consent is a fundamental condition of engagement and cannot be withdrawn.

8.3 Data Ownership

Pistabia CPM asserts full ownership of all databases, datasets, records, and information systems maintained in connection with its business operations, including all data generated from Client engagements, Website interactions, and third-party submissions. Data ownership is not affected by the conclusion or termination of any Engagement.

8.4 Data Retention

Pistabia CPM may retain all data and information indefinitely, or for such period as it determines appropriate, in accordance with applicable law and its internal data management policies. Clients and Users have no right to require deletion of data that Pistabia CPM is permitted or required to retain by law or legitimate business necessity.

8.5 Access Requests

Individuals may request access to their personal information held by Pistabia CPM in accordance with the Privacy Act 1988 (Cth). Requests must be submitted in writing to cpm-legal@pistabia.com. Pistabia CPM will respond within the timeframes prescribed by applicable law. Pistabia CPM reserves the right to refuse access to the extent permitted by law.

8.6 Data Accuracy

The Client and User are responsible for ensuring that all information they provide to Pistabia CPM is accurate, complete, and up to date. Pistabia CPM is not responsible for any consequences arising from inaccurate or incomplete information provided by Clients or Users.

8.7 International Data Transfers

Given that Pistabia CPM operates a global network of Partners, data — including personal information — may be transferred to and processed in jurisdictions outside Australia. By engaging Pistabia CPM or submitting information, the Client and User consent to such transfers and acknowledge that applicable overseas privacy protections may differ from those in Australia. Pistabia CPM will take reasonable steps to ensure that overseas Partners handle personal information in a manner consistent with the APPs.

SECTION 9 — DATA SECURITY AND CYBERSECURITY

9.1 Security Measures

Pistabia CPM implements and maintains commercially reasonable technical and organisational security measures to protect information in its custody against unauthorised access, use, disclosure, alteration, or destruction. These measures are reviewed and updated periodically and include access controls, encryption where appropriate, and network security protocols.

9.2 No Guarantee of Security

PISTABIA CPM DOES NOT WARRANT, GUARANTEE, OR REPRESENT THAT ANY INFORMATION TRANSMITTED TO OR STORED BY PISTABIA CPM WILL BE COMPLETELY SECURE AT ALL TIMES. No method of electronic transmission or storage is completely secure. Pistabia CPM shall not be liable for any unauthorised access, interception, corruption, loss, or disclosure of data, whether caused by a third party, system failure, or otherwise, to the fullest extent permitted by law.

9.3 Client Security Responsibilities

The Client is responsible for maintaining the security of its own systems, networks, credentials, and data. The Client must promptly notify Pistabia CPM of any suspected or actual security breach, unauthorised access, or loss of data affecting any system through which Pistabia CPM's services are delivered or through which Client information relevant to an Engagement is processed.

9.4 Cybersecurity Incidents

In the event of a cybersecurity incident affecting Pistabia CPM's systems, Pistabia CPM will: (a) take immediate steps to contain and mitigate the incident; (b) notify affected parties in accordance with applicable notification laws, including the Notifiable Data Breaches scheme under the Privacy Act 1988 (Cth); (c) investigate the incident in a timely manner; and (d) implement corrective measures as appropriate. Pistabia CPM's liability in connection with a cybersecurity incident is limited as set out in Section 11 of these Terms.

9.5 Use of Third-Party Platforms

Pistabia CPM may use third-party cloud platforms, software-as-a-service tools, project management platforms, and communication systems in delivering services. The Client acknowledges that data may be processed on such third-party platforms and consents to such processing. Pistabia CPM shall not be liable for any security incident, data loss, or privacy breach arising from the use of third-party platforms beyond Pistabia CPM's reasonable control.

9.6 Acceptable Use of Pistabia CPM Systems

Any access to Pistabia CPM's systems, portals, or digital tools granted to a Client or User is subject to the Acceptable Use Policy set out in Section 10. Any breach of the Acceptable Use Policy may result in immediate suspension of access, termination of the Engagement, and legal action.

SECTION 10 — ACCEPTABLE USE POLICY

10.1 Purpose

This Acceptable Use Policy ("AUP") governs the use of all Pistabia CPM systems, digital platforms, services, Website, and communication channels. Compliance with this AUP is a mandatory condition of access and engagement. Pistabia CPM reserves the right to enforce this AUP strictly and without notice.

10.2 Prohibited Uses

Users and Clients must not use Pistabia CPM systems, Website, or services to:

- (a) access, store, transmit, or distribute any content that is unlawful, harmful, threatening, abusive, defamatory, obscene, offensive, or otherwise objectionable;
- (b) engage in or facilitate any criminal or fraudulent activity;
- (c) transmit unsolicited commercial communications or spam;
- (d) introduce any virus, worm, Trojan horse, ransomware, spyware, malware, or other malicious code;
- (e) attempt to gain unauthorised access to Pistabia CPM systems or any other system;
- (f) intercept or monitor any communications without authorisation;
- (g) conduct denial-of-service or distributed denial-of-service attacks;
- (h) misrepresent identity, credentials, or authority;
- (i) use any automated means to extract data from Pistabia CPM systems;
- (j) infringe any Intellectual Property rights of Pistabia CPM or any third party;
- (k) violate any applicable law, regulation, or code of conduct;
- (l) use Pistabia CPM's resources for personal gain unrelated to the Engagement;
- (m) make false, misleading, or defamatory statements about Pistabia CPM, its personnel, or its Partners;
or
- (n) take any action that could damage Pistabia CPM's reputation or business relationships.

10.3 Consequences of Breach

Any breach of this AUP may result, at Pistabia CPM's sole discretion, in: (a) immediate suspension or termination of access; (b) immediate termination of the Engagement without refund; (c) forfeiture of all advance payments and retainers; (d) civil proceedings for damages, injunctive relief, or both; (e) reporting to relevant law enforcement authorities; and (f) any other legal remedy available to Pistabia CPM.

Pistabia CPM's decision to take action, and the nature of any action taken, are at Pistabia CPM's absolute discretion. A failure to enforce the AUP in any instance shall not constitute a waiver of Pistabia CPM's rights.

10.4 Indemnity for AUP Breach

The Client and User shall fully indemnify and hold harmless Pistabia CPM, its officers, directors, personnel, and Partners from and against all claims, losses, damages, penalties, costs, and expenses (including legal costs on a solicitor-client basis) arising from or in connection with any breach of this Acceptable Use Policy.

SECTION 11 — LIABILITY LIMITATIONS AND EXCLUSIONS

11.1 Exclusion of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PISTABIA CPM EXCLUDES ALL LIABILITY TO ANY PERSON FOR: (a) INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS OR DAMAGE; (b) LOSS OF REVENUE, PROFIT, INCOME, SAVINGS, GOODWILL, BUSINESS OPPORTUNITY, DATA, OR ANTICIPATED SAVINGS; (c) LOSS ARISING FROM RELIANCE ON INFORMATION PROVIDED BY PISTABIA CPM OR ON THE WEBSITE; (d) LOSS ARISING FROM THIRD-PARTY ACTIONS OR OMISSIONS; (e) LOSS ARISING FROM FORCE MAJEURE EVENTS; (f) LOSS ARISING FROM CYBERSECURITY INCIDENTS BEYOND PISTABIA CPM'S REASONABLE CONTROL; AND (g) ANY OTHER LOSS OR DAMAGE HOWSOEVER ARISING IN CONNECTION WITH PISTABIA CPM'S SERVICES, WEBSITE, OR OPERATIONS.

11.2 Cap on Liability

To the fullest extent permitted by law, Pistabia CPM's total aggregate liability to any Client or User, whether in contract, tort (including negligence), statute, or otherwise, shall not exceed the lesser of: (a) the total fees paid by the Client to Pistabia CPM in the three (3) months immediately preceding the event giving rise to the claim; or (b) AUD \$10,000. This cap applies regardless of the number of claims, the nature of the claim, or the cause of action.

11.3 Consumer Law

Nothing in these Terms is intended to exclude, restrict, or modify any rights that cannot be excluded under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other non-excludable statutory guarantee. Where Pistabia CPM is not permitted to exclude a particular guarantee or condition, its liability is limited to, at Pistabia CPM's election: (a) the resupply of the relevant services; or (b) the cost of having the relevant services resupplied.

11.4 Mitigation

The Client must take all reasonable steps to mitigate any loss or damage it may suffer in connection with Pistabia CPM's services. Pistabia CPM shall not be liable for any loss or damage that could have been avoided or reduced by reasonable mitigation steps.

11.5 Time Limitation on Claims

Any claim by the Client against Pistabia CPM must be notified in writing to Pistabia CPM within sixty (60) calendar days of the date on which the Client first became aware, or reasonably ought to have become aware, of the circumstances giving rise to the claim. Failure to give timely notice shall absolutely bar any claim, regardless of its nature or validity.

11.6 Protection of Mr. R. Hoq

Mr. R. Hoq, as Founder and key principal of Pistabia CPM, shall not be personally liable to any Client, User, or third party for any act, omission, advice, direction, or service provided in his capacity as a director, officer, employee, or

representative of Pistabia CPM. No claim shall be brought against Mr. R. Hoq personally in connection with any Engagement, Website use, or any other interaction with Pistabia CPM. The Client and all Users expressly waive any right to bring any claim against Mr. R. Hoq personally and shall indemnify Mr. R. Hoq against all costs incurred in defending any such claim brought in breach of this provision. This protection is in addition to, and does not limit, any protection available to Mr. R. Hoq under the Corporations Act 2001 (Cth) or any other applicable law.

SECTION 12 — INDEMNITY

12.1 Client Indemnity

The Client fully and irrevocably indemnifies, defends, and holds harmless Pistabia CPM, its directors (including Mr. R. Hoq), officers, employees, agents, and Partners from and against all actions, claims, proceedings, demands, losses, damages, costs, expenses, fines, penalties, and liabilities (including legal costs on a solicitor-client basis and GST) arising from or in connection with:

- (a) the Client's breach of these Terms or any Engagement agreement;
- (b) the Client's misrepresentation or provision of inaccurate information to Pistabia CPM;
- (c) any claim by a third party in connection with the Project or Engagement;
- (d) the Client's breach of any applicable law or regulation;
- (e) the Client's infringement of any third-party Intellectual Property rights;
- (f) the Client's breach of the Acceptable Use Policy;
- (g) any claim that a User Submission or Third-Party Submission infringes any third-party rights;
- (h) the Client's failure to make timely payments;
- (i) any action taken by Pistabia CPM in good faith within the scope of its authority; or
- (j) any other act or omission of the Client or its personnel, agents, or contractors.

SECTION 13 — CONFIDENTIALITY

13.1 Confidential Information

Each party acknowledges that it may receive Confidential Information from the other party in connection with an Engagement. Each party agrees to maintain the confidentiality of the other party's Confidential Information and not to disclose it to any third party without prior written consent, except: (a) to its officers, employees, or advisers who need to know it for the purposes of the Engagement; (b) to Pistabia CPM's Partners within the Global Partner Network (which consent is hereby irrevocably granted by the Client); (c) as required by law or court order; or (d) to the extent it is already public knowledge through no fault of the receiving party.

13.2 Pistabia CPM's Disclosure Rights

Notwithstanding anything in these Terms, Pistabia CPM may disclose: (a) Client information to its Partners, advisers, lenders, insurers, and regulators; (b) aggregated, anonymised, or de-identified data derived from Engagements for research, marketing, or benchmarking purposes; and (c) Client information as required by any law, stock exchange rule, or order of a court or government body.

13.3 Duration

The confidentiality obligations in this Section survive the termination or expiry of any Engagement for a period of five (5) years, except in relation to trade secrets which shall remain confidential indefinitely.

13.4 No Confidentiality in User Submissions

User Submissions and Third-Party Submissions are not treated as confidential by Pistabia CPM unless Pistabia CPM expressly agrees in writing. Pistabia CPM shall not be restricted in its use of User Submissions or Third-Party Submissions.

SECTION 14 — TERM AND TERMINATION

14.1 Term

These Terms continue in force from the date of acceptance and remain effective until terminated in accordance with this Section. The terms of a specific Engagement shall continue until the completion of the agreed scope, expiry of the agreed term, or earlier termination.

14.2 Termination by Pistabia CPM

Pistabia CPM may terminate any Engagement or these Terms at any time, immediately and without penalty, by written notice to the Client if: (a) the Client fails to pay any amount when due; (b) the Client is in breach of any provision of these Terms; (c) the Client becomes insolvent, bankrupt, or subject to any insolvency administration; (d) Pistabia CPM determines, in its sole discretion, that continuing the Engagement is not commercially viable or is contrary to its interests; or (e) for any other reason at Pistabia CPM's absolute discretion.

Upon termination by Pistabia CPM, the Client shall pay all fees and costs incurred up to the date of termination, together with a cancellation fee of not less than twenty-five percent (25%) of the remaining contract value, or such other amount as Pistabia CPM determines is a reasonable estimate of its losses.

14.3 Termination by Client

The Client may terminate an Engagement by providing no less than sixty (60) calendar days' written notice to Pistabia CPM. Upon such termination, all fees and costs incurred up to the date of termination shall be immediately due and payable, together with a cancellation fee as determined by Pistabia CPM reflecting its lost profit and costs, but not less than thirty percent (30%) of the remaining contract value.

14.4 Survival

The following provisions survive termination or expiry of these Terms and any Engagement: intellectual property rights, data management, indemnity, liability limitations, confidentiality, non-solicitation, protection of Mr. R. Hoq, dispute resolution, governing law, and any other provision that by its nature should survive.

SECTION 15 — INTERNATIONAL OPERATIONS AND GOVERNING LAW

15.1 Global Operations

Pistabia CPM operates and provides services across Australia and internationally, leveraging its Global Partner Network to deliver services in multiple jurisdictions. Pistabia CPM's model is designed for cross-border project management and consultancy, and it actively engages with clients, contractors, and authorities across various countries.

15.2 Application of These Terms to International Operations

THESE TERMS APPLY TO ALL ENGAGEMENTS, INTERACTIONS, AND TRANSACTIONS INVOLVING PISTABIA CPM REGARDLESS OF THE LOCATION IN WHICH SERVICES ARE DELIVERED, THE NATIONALITY OR LOCATION OF THE CLIENT, OR THE PHYSICAL LOCATION OF THE PROJECT. For any jurisdiction outside Australia in which Pistabia CPM operates, provides services, or has a business presence, these Terms shall apply in their entirety unless: (a) Pistabia CPM has issued a specific written jurisdiction-specific addendum to these Terms for that location; or (b) a separately executed written contract expressly states otherwise. In the absence of either of the above, these Terms shall govern without modification.

15.3 Governing Law

These Terms are governed by and construed in accordance with the laws of the State of New South Wales, Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and any applicable courts of appeal in relation to any dispute arising from or in connection with these Terms or any Engagement.

15.4 International Compliance

Where Pistabia CPM operates in a jurisdiction subject to local mandatory laws that cannot be excluded by contract, those laws shall apply to the minimum extent required by law. Pistabia CPM shall not be taken to have waived any of its rights under these Terms by complying with such mandatory local laws. The Client remains responsible for ensuring compliance with all applicable local laws in their jurisdiction.

15.5 Sanctions and Export Controls

Pistabia CPM complies with all applicable Australian and international sanctions, export control laws, and anti-money laundering regulations. The Client must not use Pistabia CPM's services in violation of any applicable sanctions regime. Pistabia CPM may immediately terminate any Engagement if, in its reasonable opinion, continuing the Engagement would expose Pistabia CPM to sanctions risk or regulatory breach.

15.6 Anti-Bribery and Anti-Corruption

Pistabia CPM is committed to compliance with the Criminal Code Act 1995 (Cth) and all applicable anti-bribery and anti-corruption laws. The Client must not engage in any corrupt conduct in connection with any Engagement and must promptly report to Pistabia CPM any request or demand for any improper payment or benefit made in connection with the Engagement.

SECTION 16 — GENERAL BUSINESS OPERATIONS

16.1 Professional Standards

Pistabia CPM shall deliver services with the degree of skill, care, and diligence reasonably expected of a competent construction project management firm. This obligation is conditional on the Client providing all necessary information, access, and cooperation as required by Pistabia CPM.

16.2 Insurance

Pistabia CPM maintains professional indemnity and public liability insurance in amounts consistent with industry practice. Certificates of currency may be provided upon written request. The existence of insurance does not expand Pistabia CPM's liability beyond the limits set out in these Terms.

16.3 Record-Keeping

Pistabia CPM maintains records of its services and project activities in accordance with applicable law and its internal records management policy. The Client acknowledges that records maintained by Pistabia CPM may differ from the Client's own records and that Pistabia CPM's records shall be presumed accurate in any dispute, unless the Client provides clear and convincing evidence to the contrary.

16.4 Communications

All formal communications between the parties shall be in writing and delivered by email (with read receipt or delivery confirmation), registered mail, or courier to the addresses notified by each party. Communications to Pistabia CPM must be directed to cpm-legal@pistabia.com for legal matters and to the contact address specified in the applicable Engagement Letter for operational matters.

16.5 Media and Public Relations

The Client must obtain Pistabia CPM's prior written consent before making any public statement, press release, media interview, social media post, or publication that references Pistabia CPM, any Engagement, or any deliverable produced by Pistabia CPM. Pistabia CPM may, without restriction, reference, promote, and publish details of its work for the Client for marketing, business development, and portfolio purposes, subject to reasonable commercial sensitivity considerations.

16.6 Complaints and Policy Suggestions

Pistabia CPM welcomes complaints and policy suggestions submitted in good faith. All complaints and policy suggestions relating to these Terms or any other Pistabia CPM policy must be submitted in writing to cpm-legal@pistabia.com. Pistabia CPM will acknowledge receipt within ten (10) business days. Pistabia CPM retains absolute discretion over the outcome of any complaint or policy suggestion. The submission of a complaint or suggestion does not constitute a waiver of Pistabia CPM's rights or an admission of liability.

SECTION 17 — QUARTERLY REVIEW OBLIGATION

17.1 Obligation to Review

All Clients, Users, Partners, and any other party who has an ongoing relationship with Pistabia CPM are obliged to review these Terms and all other published policies of Pistabia CPM — including any privacy policy, data handling policy, and acceptable use policy — at a minimum on a quarterly basis (that is, at least once every three calendar months).

Pistabia CPM will use reasonable endeavours to notify Clients and Partners of material amendments to these Terms through the Website or by email, but it is the sole responsibility of each Client, User, and Partner to check for updates regardless of whether a notification has been received. Continued use of Pistabia CPM's services or platforms after any update constitutes acceptance of the updated Terms.

17.2 Pistabia CPM's Quarterly Review

Pistabia CPM shall conduct an internal review of its Terms, policies, and legal documentation on at least a quarterly basis and shall publish any necessary updates. Pistabia CPM makes no warranty that the published Terms represent the final version at any given moment and retains the right to publish emergency amendments at any time.

SECTION 18 — WAIVER AND SEVERABILITY

18.1 No Waiver

A failure or delay by Pistabia CPM to exercise any right, power, or remedy under these Terms does not operate as a waiver of that right, power, or remedy. A single or partial exercise of any right by Pistabia CPM does not preclude any other or further exercise of that right or the exercise of any other right. No waiver of any breach shall be construed as a waiver of any subsequent breach.

18.2 Severability

If any provision of these Terms is found to be invalid, unlawful, void, unenforceable, or in conflict with any applicable law or regulation by any court or tribunal of competent jurisdiction, that provision shall be severed from these Terms. The invalidity, unenforceability, or illegality of any provision shall not affect the validity, enforceability, or legality of the remaining provisions of these Terms, which shall continue in full force and effect as if the severed provision had never been included. The remaining provisions shall be interpreted in a manner that gives effect to the original intent of the parties to the greatest extent possible.

SECTION 19 — DISPUTE RESOLUTION

19.1 Notice of Dispute

If a dispute arises between the parties in connection with these Terms or any Engagement, the aggrieved party must notify the other party in writing, providing full particulars of the dispute. The parties shall then attempt to resolve the dispute through senior management representatives within twenty-one (21) calendar days of the notice.

19.2 Mediation

If the dispute is not resolved through direct negotiation within the period specified in clause 19.1, either party may refer the dispute to mediation administered by the Australian Disputes Centre (ADC) or such other mediation provider agreed between the parties. The mediator shall be appointed by Pistabia CPM. The cost of mediation shall be borne equally by the parties, unless the mediator or a court determines otherwise.

19.3 Legal Proceedings

If mediation fails to resolve the dispute within forty-five (45) calendar days of the appointment of the mediator, either party may commence legal proceedings in the courts of New South Wales. Nothing in this Section prevents Pistabia CPM from seeking urgent injunctive or other interim relief from any court of competent jurisdiction at any time.

19.4 Continuation of Services

Unless Pistabia CPM elects to suspend services, the parties must continue to fulfil their respective obligations under any Engagement during the dispute resolution process. The Client must continue to pay all invoices that are not the subject of a bona fide dispute.

SECTION 20 — FORCE MAJEURE

Pistabia CPM shall not be in breach of these Terms or liable to the Client for any delay in performance or failure to perform any obligation if such delay or failure is caused by a Force Majeure Event. Pistabia CPM shall use reasonable endeavours to resume performance as soon as practicable. If a Force Majeure Event continues for more than sixty (60) days, Pistabia CPM may terminate the Engagement by written notice without liability to the Client, save that the Client shall pay all fees and costs incurred up to the date of termination.

SECTION 21 — ASSIGNMENT

Pistabia CPM may assign, transfer, novate, mortgage, charge, subcontract, or deal in any other manner with its rights and obligations under these Terms without the Client's consent. The Client may not assign, transfer, novate, or deal in any other manner with any of its rights or obligations under these Terms without Pistabia CPM's prior written consent, which may be withheld at Pistabia CPM's absolute discretion.

SECTION 22 — RELATIONSHIP OF PARTIES

Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship between Pistabia CPM and the Client. Pistabia CPM acts as an independent professional service provider and is not the agent of the Client except to the extent expressly stated in writing.

SECTION 23 — COUNTERPARTS AND ELECTRONIC EXECUTION

Any Engagement agreement, variation, or other document to be executed under these Terms may be signed in counterparts, and a counterpart signed by one party is as effective as if it had been signed by all parties on the same document. Electronic signatures, including email confirmations and click-through acceptances, are binding and shall have the same legal effect as wet-ink signatures to the fullest extent permitted by applicable law, including the Electronic Transactions Act 1999 (Cth).

SECTION 24 — COMPREHENSIVE DISCLAIMER

PISTABIA CPM — FULL AND UNQUALIFIED DISCLAIMER

THIS DISCLAIMER APPLIES TO ALL SERVICES, PRODUCTS, WEBSITE CONTENT, COMMUNICATIONS, REPORTS, ADVICE, RECOMMENDATIONS, AND OTHER OUTPUTS PROVIDED BY OR ASSOCIATED WITH PISTABIA CPM. IT IS COMPREHENSIVE AND APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

24.1 No Warranty of Outcomes

PISTABIA CPM MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, THAT ANY PROJECT, ENGAGEMENT, SERVICE, OR ADVICE WILL ACHIEVE ANY PARTICULAR OUTCOME, RESULT, PERFORMANCE STANDARD, SCHEDULE, OR BUDGET. ALL SERVICES ARE PROVIDED ON A BEST-ENDEAVOURS BASIS. PROJECT MANAGEMENT IS INHERENTLY SUBJECT TO RISK AND UNCERTAINTY, AND PISTABIA CPM SHALL NOT BE HELD RESPONSIBLE FOR ANY FAILURE TO ACHIEVE A DESIRED OUTCOME, REGARDLESS OF THE CAUSE.

24.2 No Professional Advice

Nothing communicated by Pistabia CPM — whether verbally, in writing, by email, through the Website, in reports, in presentations, or through any other medium — constitutes financial, legal, structural engineering, architectural, planning, quantity surveying, or any other regulated professional advice. Clients and Users must obtain independent professional advice from appropriately qualified and licensed professionals before making any significant project, financial, or legal decision. Pistabia CPM expressly disclaims all responsibility for any loss or damage arising from reliance on its communications without obtaining independent professional advice.

24.3 Accuracy of Information

While Pistabia CPM endeavours to provide accurate and current information, it makes no warranty as to the accuracy, completeness, currency, reliability, or fitness for purpose of any information provided through any channel. Pistabia CPM expressly disclaims all liability for any errors, omissions, inaccuracies, or outdated information in any communication or document.

24.4 Third-Party Information

Pistabia CPM frequently sources, compiles, and presents information from third-party sources including government authorities, industry bodies, suppliers, contractors, and other professionals. Pistabia CPM does not independently verify all third-party information and makes no warranty as to its accuracy. All third-party information is provided for reference purposes only and Pistabia CPM accepts no liability for any reliance on such information.

24.5 Construction and Project Risks

All construction and project management activities involve inherent risks including, without limitation: cost overruns, programme delays, unforeseen site conditions, regulatory changes, supply chain disruptions, contractor failures, force majeure events, design changes, environmental issues, industrial disputes, community opposition, geotechnical risks, utility conflicts, weather events, and sovereign risk. Pistabia CPM expressly disclaims any liability for any loss or damage arising from the materialisation of any such risk, regardless of whether the risk was foreseeable or whether Pistabia CPM had any role in risk identification.

24.6 Economic and Market Conditions

Pistabia CPM disclaims all liability for any loss, damage, or adverse outcome attributable to changes in economic or market conditions, including changes in interest rates, inflation, material costs, labour market conditions, exchange rates, investment markets, or government fiscal policy.

24.7 Opinions and Forecasts

Any opinion, forecast, projection, cost estimate, programme estimate, or market assessment provided by Pistabia CPM is based on information available at the time and reflects professional judgment only. Such statements are not guarantees, commitments, or warranties of any kind and are subject to change without notice. Pistabia CPM is not liable for any loss arising from reliance on any opinion or forecast.

24.8 Website and Digital Platform Disclaimer

THE WEBSITE AND ALL DIGITAL PLATFORMS ASSOCIATED WITH PISTABIA CPM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. PISTABIA CPM DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUSES OR OTHER HARMFUL CODE. PISTABIA CPM SHALL NOT BE LIABLE FOR ANY DAMAGE TO HARDWARE, SOFTWARE, DATA, OR OTHER PROPERTY ARISING FROM ACCESS TO OR USE OF THE WEBSITE OR ANY ASSOCIATED DIGITAL PLATFORM.

24.9 Partner and Subcontractor Actions

Pistabia CPM disclaims all liability for any act, omission, negligence, misconduct, or breach by any Partner, subcontractor, consultant, or other third party engaged in connection with a Client's project, except to the extent that such liability cannot be excluded by applicable law. Pistabia CPM's responsibility is limited to taking reasonable care in the selection and supervision of Partners and subcontractors.

24.10 Regulatory and Government Actions

Pistabia CPM disclaims all liability for any loss or damage arising from: regulatory decisions, planning refusals, heritage orders, native title claims, government resurrections, environmental protection orders, safety stop-work orders, or any other action or inaction by any government authority.

24.11 Personal Disclaimer — Mr. R. Hoq

MR. R. HOQ, IN HIS PERSONAL CAPACITY, MAKES NO WARRANTY, REPRESENTATION, OR COMMITMENT IN RELATION TO ANY SERVICE, PRODUCT, ADVICE, OR COMMUNICATION OF PISTABIA CPM. ALL ACTIONS, COMMUNICATIONS, AND ADVICE OF MR. R. HOQ IN HIS CAPACITY AS FOUNDER, DIRECTOR, OR REPRESENTATIVE OF PISTABIA CPM ARE MADE SOLELY ON BEHALF OF PISTABIA CPM AND CREATE NO PERSONAL LIABILITY FOR MR. R. HOQ. NO CLAIM SHALL BE BROUGHT AGAINST MR. R. HOQ PERSONALLY IN RESPECT OF ANY ENGAGEMENT, SERVICE, ADVICE, OR COMMUNICATION OF PISTABIA CPM. THIS DISCLAIMER OPERATES TO THE FULLEST EXTENT PERMITTED BY LAW.

24.12 Cumulative Effect

The disclaimers in this Section are cumulative and are without prejudice to any other exclusion, limitation, or disclaimer in these Terms. They apply regardless of the form of action, whether in contract, tort, equity, statute, or otherwise, and whether or not Pistabia CPM has been advised of the possibility of such loss or damage.

SECTION 25 — MISCELLANEOUS

25.1 Further Assurance

Each party shall execute any documents and do all things reasonably necessary to give effect to these Terms and any Engagement.

25.2 Costs

Unless otherwise agreed, each party shall bear its own costs in connection with the negotiation and execution of these Terms. In any dispute, the costs of proceedings shall follow the event unless a court orders otherwise; provided, however, that if Pistabia CPM succeeds in any proceedings, the Client shall pay Pistabia CPM's legal costs on a solicitor-client basis.

25.3 No Third-Party Rights

These Terms do not create any rights in favour of any third party. Nothing in these Terms shall be construed as creating any obligation, liability, or benefit for any person who is not a party to these Terms, save for Mr. R. Hoq who is an express intended third-party beneficiary of the protections set out in these Terms.

25.4 Counterpart Technologies

Pistabia CPM reserves the right to use artificial intelligence, machine learning, automated decision-making, and other emerging technologies in the delivery of services, generation of reports, and management of data. Clients and Users consent to such use and acknowledge that outputs generated with the assistance of such technologies may form part of service deliverables.

25.5 Audit Rights

Pistabia CPM may, upon reasonable notice, audit the Client's use of any Pistabia CPM deliverables, systems, or licensed materials to verify compliance with these Terms. The Client must provide all reasonable cooperation and access for such audits.

25.6 Language

These Terms are drafted in the English language. Where these Terms are translated into another language for information purposes, the English version shall prevail in the event of any inconsistency.

SCHEDULE A — POLICY REGISTER AND REVIEW FRAMEWORK

The following policies form part of Pistabia CPM's legal and operational framework. All Clients, Users, and Partners are required to review each of these policies at a minimum of once every quarter. The current version of each policy is published on the Pistabia CPM Website and/or available upon request from cpm-legal@pistabia.com.

Policy Name	Description / Scope	Review Frequency
Service Terms & Conditions	Master agreement governing all services, website use, and engagements	Quarterly (min.)
Privacy Policy	Personal information collection, use, disclosure, and protection	Quarterly (min.)
Acceptable Use Policy	Permitted and prohibited use of systems and platforms	Quarterly (min.)
Cybersecurity Policy	Data security standards, incident response, and client obligations	Quarterly (min.)
Data Management Policy	Data handling, retention, ownership, and international transfers	Quarterly (min.)
Anti-Bribery & Corruption Policy	Compliance with anti-corruption laws in all jurisdictions	Quarterly (min.)
Conflict of Interest Policy	Identification and management of conflicts of interest	Quarterly (min.)
Partner & Subcontractor Policy	Standards for Global Partner Network engagement and disclosure	Quarterly (min.)
Complaints & Feedback Policy	Process for submitting complaints and policy suggestions	Quarterly (min.)

ACKNOWLEDGEMENT AND CONTACT INFORMATION

By accessing any Pistabia CPM platform, application, resource, documentation, service, or website, or by engaging Pistabia CPM in any capacity, all parties confirm that they have read, understood, and unconditionally agree to be bound by these Terms in their entirety.

<p>PISTABIA CPM & PARTNERS <i>Construction Project Management Specialist</i></p> <p>Established: 27 January 2022 Principal: Mr. R. Hoq Jurisdiction: NSW, Australia</p>	<p>CONTACT & SUBMISSIONS</p> <p>Legal Matters, Complaints & Policy Suggestions: cpm-legal@pistabia.com</p> <p>Website: http://cpm.pistabia.com/</p> <p><i>Policy Review Due: Every quarter from date of first engagement.</i></p>
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Governed by the Laws of New South Wales, Australia | These Terms are subject to quarterly review.

This document was prepared with the care and expertise of a senior Australian legal counsel and is intended to provide maximum legal protection to Pistabia CPM & Partners and its principal, Mr. R. Hoq, under Australian law. Nothing in this document constitutes legal advice and Pistabia CPM recommends that all parties seek independent legal advice before signing any engagement agreement.