

Terms of Service

Sales Innovator

Last updated: 15 September 2026.

These Terms of Service ("Terms") govern your access to and use of the products and services supplied by [Sales Innovator] (ABN 83 882 164 108) trading as Sales Innovator ("Sales Innovator", "we", "us", "our"), including the website at salesinnovator.ai, the Sales Innovator Intelligence and Sales Innovator Accelerate applications, the Sales Innovator Quotient assessment, digital products, training programmes and events, and related services (together, the "Services").

By subscribing to, purchasing or using the Services, you agree to these Terms. If you are entering into these Terms on behalf of a company or other organisation, you confirm you have authority to bind that organisation, and "you" refers to that organisation. The Services are supplied for business use; you must be at least 18 years old to use them.

These Terms, our Privacy Policy at [[PRIVACY POLICY URL](#)], any signed proposal or statement of work, and the plan description you select at purchase together form the agreement between us. Where a signed proposal conflicts with these Terms, the proposal prevails for that engagement.

1. The Services

1.1 Sales Innovator Intelligence (SII). A subscription software service that researches prospect and client organisations from publicly available sources and from information you supply, and generates Point-of-View documents and related sales materials. Metered in Points of View per billing period.

1.2 Sales Innovator Accelerate (SIA). A subscription software service that interprets a tender or request for proposal and drafts a response grounded in the sources you supply and the buyer's own published sources. Accelerate can be used on its own; where you also hold an Intelligence subscription it may draw on Intelligence's research. [While Accelerate is in pilot, access is by invitation and the pilot terms we provide apply in addition to these Terms.]

1.3 Sales Innovator Quotient. An online readiness assessment, purchased per person as a one-off, which produces a scored report for the individual and, where purchased for a team, a team view.

1.4 Digital products. The Sales Innovators (the book), supplied as a digital download, and any other downloadable content we sell.

1.5 Programmes and services. Training programmes, masterclasses, workshops, consulting and keynote engagements. Places on public programmes are sold per person. In-house programmes, consulting and keynotes are supplied under a separate written proposal or statement of work.

1.6 Third-party products. We resell voice agents and AI avatars produced by ControlShift AI, and may resell other third-party products. Those products are supplied subject to the third party's own licence terms, which we will make available to you before purchase. Our liability in respect of resold products is limited as set out in clause 10.4.

1.7 Changes to the Services. We may modify, improve or discontinue features of the Services. Where a change materially reduces the functionality of a paid subscription, we will give you at least 30 days' notice and you may cancel under clause 5 before the change takes effect.

2. Accounts

2.1 You must provide accurate registration information and keep it current.

2.2 You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account. Notify us promptly at info@salesinnovator.ai if you believe your account has been compromised.

2.3 Subscriptions are licensed to the organisation or individual named on the account. Plan limits, including the number of users and the allowance of document generations, are set out in the plan description at the time of purchase. Team and Corporate plans are shared plans: the account owner manages who may use them and is responsible for those users.

2.4 You must not share credentials to circumvent plan limits, or resell or sublicense access to the Services except under a written partner agreement with us.

3. Subscriptions, pricing and payment

3.1 Plans and allowances. Each subscription plan includes a stated allowance per billing period (for example, Points of View per month). Unused allowance does not carry over to the following period unless expressly stated. Where you hold subscriptions to more than one Product, allowances may be pooled into a single credit balance as described in the plan description. We may pause generation when an allowance is exhausted until the next billing date or an upgrade.

3.2 Billing. Subscriptions are billed in advance, monthly or annually where an annual option is offered, in Australian dollars, and renew automatically until cancelled. Payment is processed by Stripe; by subscribing you authorise recurring charges to your nominated payment method. Your card details are held by Stripe and are not stored by us.

3.3 Prices and GST. Prices are as displayed at the time of purchase and are exclusive of GST. Australian customers will be charged GST at the prevailing rate in addition to the displayed price and will be issued a tax invoice. Customers outside Australia are responsible for any taxes or duties that apply in their own jurisdiction. We may change subscription prices on at least 30 days' notice, effective from your next renewal after the notice period. If you do not accept a price change, you may cancel before it takes effect.

3.4 Free trials. Where a plan offers a free trial, the trial runs for 14 days. Your subscription converts to a paid subscription at the end of the trial unless you cancel before it ends; we will remind you before the trial ends. Trials are limited to one per organisation per Product.

3.5 Upgrades and downgrades. You may upgrade at any time; the difference is charged pro rata for the remainder of the period. Downgrades take effect at the next billing date.

3.6 Failed payments. If a payment fails, we will retry it and notify you. If payment remains outstanding 14 days after the due date, we may suspend access to the Services until the account is brought current.

3.7 Invoiced engagements. Training, consulting, keynote, in-house programme and partner engagements are invoiced separately. For training programmes, courses and in-person events, 50% of the fee is payable in advance to confirm the booking and the remaining 50% is payable 7 days after the event. For all other invoiced engagements, payment terms are 14 days from the invoice date unless otherwise agreed in writing. Where an invoice remains unpaid after the due date, we may suspend delivery, withhold materials and recover reasonable costs of collection. Interest on overdue amounts at 8% per annum above the Reserve Bank of Australia cash rate.

4. Your content and our content

4.1 Your Inputs. You retain all rights in the information you supply to the Services, including company details, case studies, tender documents, notes and deal context ("Your Inputs"). You grant

us a licence to use Your Inputs solely to provide the Services to you. You confirm that you have the right to supply Your Inputs, including any personal information and any confidential information about third parties they contain.

4.2 Your Outputs. As between you and us, you own the Point-of-View documents, tender responses, assessment reports and other materials the Services generate for you ("Outputs"). You may use, adapt, reproduce and distribute Outputs for your business purposes without further permission from us, including by supplying them to your own clients, prospects and partners and by incorporating them into your own proposals, presentations and deliverables. No royalty or further fee is payable to us for that use. This is subject to clauses 4.3 and 4.4: it gives you no right in the Services, methodology, frameworks, scoring logic or prompts used to generate the Outputs.

4.3 Our intellectual property. We retain all rights in the Services themselves, including the Sales Innovators methodology, frameworks, book, prompts, scoring logic, software, templates, programme materials and branding. Nothing in these Terms transfers those rights to you. You must not copy, reverse engineer or attempt to extract the underlying prompts, models, scoring logic or methodology from the Services, or use the Services or Outputs to build or train a competing product or model.

4.4 Attribution. Generated documents may carry a Sales Innovator attribution. White-label plans, where offered, permit removal of that attribution in accordance with the plan description.

4.5 Programme materials. Materials supplied in training programmes and events are licensed to attendees for their own use and may not be reproduced or used to deliver training to others.

4.6 Feedback. If you give us suggestions or feedback about the Services, we may use them without obligation to you.

5. Cancellation, refunds and termination

5.1 Cancelling a subscription. You may cancel at any time through the customer portal or by contacting us. Cancellation takes effect at the end of your current billing period and you retain access until then. We do not provide pro-rata refunds for partial periods, except that we will refund a billing period in which a Product was materially unavailable through our fault, on request within 30 days.

5.2 Assessments and digital products. Because these are delivered immediately on purchase, they are not refundable once the assessment has been commenced, the report generated or the digital product downloaded, except where the product is faulty or where the law requires.

5.3 Training and programmes. Cancellation terms for scheduled engagements are set out in the relevant proposal. In the absence of agreed terms: a place on a public programme may be transferred to a colleague at any time; cancellation more than 14 days before the scheduled date receives a full refund or credit of amounts paid; cancellation 14 days or less before the scheduled date forfeits 50% of the total fee, which is non-refundable and may not be credited or transferred to another date or programme. If we cancel or reschedule a programme, you may choose a full refund or a place on the new date.

5.4 Australian Consumer Law. Nothing in this clause or these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that applies to you under the Australian Consumer Law or any other law that cannot lawfully be excluded. Where our liability for failing to comply with a consumer guarantee may be limited, our liability is limited to resupplying the Services or paying the cost of resupply.

5.5 Suspension and termination by us. We may suspend or terminate your access if you materially breach these Terms, including clause 6, or if payment remains outstanding under clause 3.6 or 3.7.

Where practical we will warn you first. Where we terminate without cause, we will refund the unused portion of any prepaid subscription.

5.6 Data after termination. For 30 days after cancellation or termination you may export your Outputs. After that period we delete your account data on the schedule in our Privacy Policy. You are responsible for exporting anything you wish to keep.

5.7 Survival. Clauses 4, 5.4, 7, 8, 10 and 11 survive termination.

6. Acceptable use

You must not use the Services to:

- (a) breach any law, including privacy, spam, anti-discrimination or consumer protection laws;
- (b) send unsolicited bulk communications, or generate content for use in unlawful marketing;
- (c) research, profile or target individuals, as distinct from organisations, or make automated decisions about individuals;
- (d) infringe the intellectual property or confidentiality rights of any person;
- (e) upload content you do not have the right to supply to us, including another organisation's confidential tender information obtained improperly;
- (f) attempt to gain unauthorised access to the Services or to circumvent usage limits, rate limits or security controls;
- (g) use automated means to extract the Services' underlying prompts, models, scoring logic or methodology; or
- (h) resell, sublicense or provide the Services to third parties as a bureau or agency service, except under a written partner or reseller agreement with us.

We may suspend access immediately where we reasonably believe use is causing harm, legal exposure or material risk to the Services.

7. AI-generated content

7.1 Nature of the Services. The Services use artificial intelligence and automated research to generate documents from publicly available information and from Your Inputs. Outputs are generated content, not professional advice.

7.2 Your responsibility to verify. Outputs may contain errors, omissions, outdated information or statements that do not accurately reflect the organisation researched. You are responsible for reviewing, verifying and, where necessary, correcting any Output before you rely on it, share it with a client or prospect, submit it in a tender, or use it in a commercial context. We are not responsible for the consequences of unverified use.

7.3 No professional advice. Outputs do not constitute financial, legal, investment, tax or other professional advice, and must not be presented as such.

7.4 No guarantee of outcomes. The Services, methodology and programmes are designed to improve how you sell. We do not guarantee any win rate, tender outcome, revenue, pipeline or other commercial result.

7.5 Non-uniqueness. Similar inputs may produce similar Outputs for different customers. We do not warrant that any Output is unique.

7.6 Sources. Research draws on publicly available sources, including company websites, published reports, industry analysis and public commentary, together with the documents and information you supply. We do not access information behind a login or paywall, and we do not connect to your CRM, email or customer databases unless you expressly enable an integration.

8. Data, privacy and confidentiality

8.1 Privacy. Our handling of personal information is described in our Privacy Policy at [[PRIVACY POLICY URL](#)], which forms part of these Terms.

8.2 Third-party providers. The Services use third-party providers to deliver AI research and document generation, hosting, customer relationship management, website chat and payments. Some of these providers process data outside Australia. We select providers on terms consistent with clause 8.3, and we will identify the provider relevant to a particular Service on reasonable request. Payment and identity information is handled by our payment processor, Stripe, and is not processed within the document generation pipeline.

8.3 Model training. We do not use Your Inputs or Outputs to train artificial intelligence models, and we contract with our providers on terms intended to prevent them from doing so.

8.4 Retention. Generated documents are retained for [365] days from generation / until you delete them or your account closes, after which they are deleted. Account data, including saved templates and profiles, is deleted after the export period in clause 5.6. You are responsible for exporting anything you wish to keep.

8.5 Confidentiality. Each party must keep the other's confidential information confidential and use it only for the purposes of these Terms. This does not apply to information that is public through no fault of the recipient, independently developed, already lawfully known, or required to be disclosed by law. These obligations survive termination for three years and, for the unpublished parts of the Sales Innovators methodology, indefinitely.

9. Availability

9.1 We aim to make the Services available continuously but do not warrant uninterrupted or error-free operation. The Services depend on third-party infrastructure and providers.

9.2 We may perform maintenance, and will use reasonable efforts to schedule significant maintenance outside Australian business hours and to notify you in advance.

9.3 No service level commitment applies unless expressly agreed in writing. Support is provided by email during Sydney business hours.

10. Liability

10.1 Subject to clause 5.4, and to the maximum extent permitted by law: (a) neither party is liable for indirect, incidental, special or consequential loss, or for loss of profits, revenue, business opportunity, goodwill or data; and (b) our total aggregate liability arising out of or in connection with these Terms is limited to the amount you paid us for the Services in the twelve months before the event giving rise to the liability.

10.2 We are not liable for loss arising from your use of an Output that you did not verify, or from your reliance on an Output as professional advice.

10.3 Nothing in this clause limits liability that cannot lawfully be limited, including liability under the Australian Consumer Law, for fraud, or for death or personal injury caused by negligence.

10.4 Resold products. For products produced by a third party and resold by us, we pass through to you the warranties and remedies the third party provides. To the extent permitted by law, our own liability for a resold product is limited to the price you paid us for it.

10.5 Indemnity. You indemnify us against claims by third parties arising from Your Inputs, from your use of Outputs in breach of clause 7.2, or from your breach of clause 6.

11. General

11.1 Changes to these Terms. We may update these Terms. Where a change is material, we will give notice by email or through the Services at least 30 days before it takes effect. If you do not accept the change, you may cancel before it takes effect; continued use after that date constitutes acceptance.

11.2 Assignment. You may not assign these Terms without our consent, which will not be unreasonably withheld. We may assign them in connection with a sale, merger or reorganisation of our business, on notice to you.

11.3 Entire agreement. These Terms, together with any signed proposal, the applicable plan description and our Privacy Policy, form the entire agreement between us in relation to the Services. No purchase order or other document from you varies these Terms.

11.4 Severability and waiver. If any provision is unenforceable, it is severed and the remainder continues in force. A failure to enforce a provision is not a waiver of it.

11.5 Disputes. Contact us first at info@salesinnovator.ai; most issues are resolved that way. If a dispute is not resolved within 14 days of written notice, either party may propose mediation in Sydney before commencing proceedings, other than for urgent relief.

11.6 Notices. Notices are given by email: to you at the address on your account, and to us at info@salesinnovator.ai. A notice is taken to be received on the next business day in Sydney.

11.7 Governing law. These Terms are governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that State.

12. Contact

Sales Innovator (ABN 83 882 164 108) trading as Sales Innovator

5 Norman Avenue, Dolls Point, 2219, NSW, Australia

info@salesinnovator.ai

Review notes (remove before publication)

Decisions and facts still to supply

What changed from the previous draft

Notes for your lawyer (†)