

JobReclaim

Terms and Conditions

Effective Date: April 2026 | Last Updated: April 2026

IMPORTANT: Please read these Terms and Conditions carefully before using JobReclaim's services. By signing a JobReclaim Service Agreement or making any payment to JobReclaim you confirm that you have read, understood, and agree to be bound by these Terms and Conditions in their entirety.

1. About JobReclaim

JobReclaim is an AI powered missed lead recovery service operated by Flynn Henry Roche Plumley, a sole trader registered in Victoria, Australia (ABN: [Your ABN], Business Name: JOBRECLAIM registered with ASIC).

JobReclaim provides automated email inbox monitoring, missed lead detection, automated customer follow up communications, SMS notifications, and missed call text back services to Australian trade businesses.

Registered Business Address: Victoria 3187, Australia

Contact Email: hello@jobreclaim.com

Website: jobreclaim.com

2. Definitions

In these Terms and Conditions the following definitions apply:

- JobReclaim, We, Us, or Our refers to Flynn Henry Roche Plumley trading as JobReclaim.
- Client, You, or Your refers to the trade business or individual who has entered into a Service Agreement with JobReclaim.
- Service refers to the AI powered missed lead recovery automation service provided by JobReclaim including email monitoring, lead detection, automated follow up emails, SMS notifications, and missed call text back as applicable to the Client's chosen plan.
- Service Agreement refers to the signed agreement between JobReclaim and the Client setting out the specific terms of the engagement.
- Platform refers to the Make.com automation platform, Anthropic Claude API, Google services, Twilio, and all other third party tools used to deliver the Service.
- Personal Information has the meaning given to it under the Privacy Act 1988 (Cth).
- Business Day means a day that is not a Saturday, Sunday, or public holiday in Victoria, Australia.

3. Acceptance of Terms

By signing a JobReclaim Service Agreement, making any payment to JobReclaim, or permitting JobReclaim to access your Gmail inbox or other digital accounts, you confirm that:

- You have read and understood these Terms and Conditions in full.
- You have the legal authority to enter into this agreement on behalf of yourself or the business you represent.
- You agree to be bound by these Terms and Conditions and any additional terms set out in your Service Agreement.
- You are at least 18 years of age or have the consent of a parent or legal guardian if under 18.

If you do not agree to these Terms and Conditions you must not use or continue to use the JobReclaim service.

4. Services

4.1 Email Only Plan — \$200 AUD per month

The Email Only Plan includes the following services:

- Automated monitoring of the Client's connected Gmail inbox every 15 minutes.
- AI powered analysis of incoming emails to detect genuine missed customer job enquiries.
- Automatic professional follow up email sent to identified missed leads on behalf of the Client.
- SMS notification sent to the Client when a missed lead is detected.
- Lead logging to a private Google Sheet accessible to the Client and JobReclaim.
- Monthly missed job report delivered on the first of each month.

4.2 Complete Communications Plan — \$300 AUD per month

The Complete Communications Plan includes everything in the Email Only Plan plus:

- Missed call detection on the Client's designated Twilio business phone number.
- Automatic SMS text back sent to missed callers on behalf of the Client.
- A dedicated Australian Twilio business phone number for call forwarding.

4.3 Service Limitations

JobReclaim does not guarantee that every missed lead will be detected or recovered. The Service is dependent on third party platforms including Google, Anthropic, Make.com, and Twilio and may be affected by outages or changes to those platforms beyond JobReclaim's control. JobReclaim will use reasonable efforts to maintain service continuity and notify Clients of any significant interruptions.

5. Subscription and Payment

5.1 Subscription Model

JobReclaim services are provided on a monthly recurring subscription basis. Subscriptions automatically renew each month on the anniversary of the Client's go live date unless cancelled in accordance with clause 7.

5.2 Pricing

All prices are in Australian Dollars (AUD) and include GST where applicable. Current pricing is:

- Email Only Plan: \$200 AUD per month.
- Complete Communications Plan: \$300 AUD per month.

JobReclaim reserves the right to adjust pricing with a minimum of 30 days written notice to the Client. Clients who do not accept a price increase may cancel their subscription in accordance with clause 7.

5.3 Payment Method

All payments are processed securely through Stripe using Visa, Mastercard, or American Express. JobReclaim does not store or have access to raw payment card details. All payment data is handled exclusively by Stripe in accordance with their PCI DSS compliance standards.

5.4 Payment Timing

The first subscription payment is due upon signing the Service Agreement and before JobReclaim commences the onboarding process. Subsequent payments are automatically charged monthly on the same date.

5.5 Failed Payments

If a payment fails JobReclaim will notify the Client by email to hello@jobreclaim.com. If payment remains outstanding for more than 7 days JobReclaim reserves the right to suspend the Service until outstanding amounts are paid in full. If payment remains outstanding for more than 30 days JobReclaim reserves the right to terminate the Service Agreement.

5.6 No Refunds

All subscription payments are non-refundable. JobReclaim invests significant time and resources in setting up each client's automation system prior to the commencement of service. Clients who cancel their subscription in accordance with clause 7 will not be entitled to a refund of any subscription fees already paid including fees for the current billing period at the time of cancellation.

6. Client Obligations

By engaging JobReclaim the Client agrees to:

- Provide accurate and complete business information during the onboarding process.
- Grant JobReclaim access to their Gmail inbox via Google OAuth or Gmail account delegation solely for the purpose of delivering the Service.
- Ensure that a dedicated business phone number is used for call forwarding to their Twilio number if on the Complete Communications Plan. Personal contacts must not use the business number.
- Not use the JobReclaim system to access, monitor, or process email communications for any purpose other than the detection and follow up of genuine missed customer job enquiries as agreed in the Service Agreement.
- Notify JobReclaim promptly if they become aware of any unauthorised access to their Gmail account or any other security concern related to the Service.

- Not share their Google Sheets lead tracker with any third party without JobReclaim's prior written consent.
- Maintain a valid payment method on file with Stripe at all times.
- Respond promptly to JobReclaim communications regarding service setup, testing, or ongoing delivery.

7. Cancellation

7.1 Cancellation by Client

The Client may cancel their JobReclaim subscription at any time by providing a minimum of 30 days written notice to hello@jobreclaim.com. The cancellation notice must include the Client's business name and the date on which they wish the Service to cease.

During the 30 day notice period the Service will continue to operate and the Client will be charged for any subscription fees that fall due during this period. No refunds will be provided for fees paid during the notice period.

7.2 Cancellation by JobReclaim

JobReclaim reserves the right to cancel the Service Agreement immediately and without notice in the following circumstances:

- The Client breaches any provision of these Terms and Conditions or their Service Agreement.
- The Client uses the Service for any unlawful or unauthorised purpose.
- The Client fails to make payment within 30 days of the due date.
- The Client engages in conduct that is abusive, threatening, or harmful toward JobReclaim or its representatives.

In all other circumstances JobReclaim will provide a minimum of 30 days written notice of cancellation to the Client.

7.3 Effect of Cancellation

Upon cancellation of the Service Agreement:

- JobReclaim will immediately cease monitoring the Client's Gmail inbox and all associated automation will be deactivated.
- JobReclaim will revoke all Gmail access permissions granted during onboarding within 24 hours of the cancellation date.
- Client data including lead tracker Google Sheets will be deleted within 30 days of the cancellation date upon written request from the Client.
- Any outstanding performance fees will be invoiced within 7 days of the cancellation date and are payable immediately.

8. Gmail and Data Access

8.1 Scope of Access

By engaging JobReclaim the Client grants JobReclaim limited access to their Gmail inbox solely for the following purposes:

- Monitoring incoming emails to detect missed customer job enquiries.
- Sending automated follow up emails to identified missed leads on behalf of the Client.

- No other access to Gmail data is permitted under these Terms and Conditions.

8.2 Data Security

JobReclaim will take reasonable steps to protect all data accessed through the Client's Gmail account. Access is obtained exclusively through Google's secure OAuth 2.0 authentication system. JobReclaim does not store Gmail passwords or login credentials.

8.3 Third Party Customer Data

In the course of delivering the Service JobReclaim will access emails from third party customers of the Client. This data including customer names, email addresses, phone numbers, and enquiry content is processed solely for the purpose of detecting missed leads and sending follow up communications. This data is not sold, shared, or used for any purpose beyond delivering the JobReclaim service to the Client.

8.4 AI Processing

Email content is sent to the Anthropic Claude API for AI analysis to determine whether each email constitutes a genuine missed lead. Email content is processed in real time and is not permanently stored by Anthropic beyond the scope of the individual API request. JobReclaim logs only the extracted lead details including customer name, email address, and enquiry summary to the Client's private Google Sheet.

9. Intellectual Property

All intellectual property rights in the JobReclaim service, website, automation systems, templates, processes, and brand including the JobReclaim name, logo, and tagline Never Miss a Job Again are the exclusive property of Flynn Henry Roche Plumley trading as JobReclaim.

The Client is granted a non-exclusive, non-transferable licence to use the Service for their own internal business purposes during the term of their subscription. This licence does not permit the Client to:

- Copy, reproduce, or replicate the JobReclaim automation system or any part of it.
- Share, resell, or transfer access to the Service to any third party.
- Reverse engineer or attempt to replicate the JobReclaim service model for commercial purposes.

Any feedback or suggestions provided by the Client regarding the Service may be used by JobReclaim to improve its services without compensation or credit to the Client.

10. Limitation of Liability

10.1 No Guarantee of Results

JobReclaim does not guarantee that the Service will recover any specific number of leads, generate any specific amount of revenue, or produce any particular business outcome for the Client. Results will vary depending on the volume and nature of emails received by the Client and other factors beyond JobReclaim's control.

10.2 Cap on Liability

To the maximum extent permitted by Australian law JobReclaim's total liability to the Client for any claim arising out of or in connection with the Service or these Terms and Conditions is limited to the total amount paid by the Client to JobReclaim in the three months immediately preceding the event giving rise to the claim.

10.3 Exclusion of Consequential Loss

To the maximum extent permitted by Australian law JobReclaim excludes all liability for indirect, incidental, special, or consequential loss or damage including but not limited to loss of revenue, loss of profit, loss of business opportunity, or loss of data arising out of or in connection with the Service even if JobReclaim has been advised of the possibility of such loss.

10.4 Third Party Platforms

JobReclaim is not liable for any loss or damage arising from the unavailability, malfunction, or changes to third party platforms including Google, Anthropic, Make.com, Twilio, or Stripe that affect the delivery of the Service. JobReclaim will use reasonable efforts to restore the Service as quickly as possible in the event of a third party platform outage.

10.5 Australian Consumer Law

Nothing in these Terms and Conditions excludes, restricts, or modifies any right or remedy or any guarantee, warranty, or other term or condition implied or imposed by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) that cannot be excluded, restricted, or modified.

11. Privacy

JobReclaim collects and handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. JobReclaim's Privacy Policy is available at jobreclaim.com and forms part of these Terms and Conditions. By engaging JobReclaim the Client consents to the collection, use, and disclosure of personal information as described in the Privacy Policy.

12. Confidentiality

Both parties agree to keep confidential all information received from the other party that is marked as confidential or that would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. This obligation of confidentiality does not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party at the time of disclosure.
- Is independently developed by the receiving party without reference to the confidential information.
- Is required to be disclosed by law or by order of a court or regulatory authority.

13. SMS Communications

By engaging JobReclaim the Client consents to receiving SMS notifications from JobReclaim via the JobReclaim Alerts messaging program operated through Twilio. These notifications are transactional messages sent on an event triggered basis each time a missed lead or missed call is detected.

On the Complete Communications Plan automatic SMS text back messages are sent to missed callers on behalf of the Client. The Client is responsible for ensuring that their use of the missed call text back service complies with all applicable Australian telecommunications laws including the Spam Act 2003 (Cth) and the Telecommunications Act 1997 (Cth).

Clients may opt out of SMS notifications at any time by contacting hello@jobreclaim.com.

14. Dispute Resolution

14.1 Informal Negotiations

If a dispute arises between JobReclaim and the Client in connection with these Terms and Conditions or the Service the parties must first attempt to resolve the dispute through good faith informal negotiations. Either party may initiate informal negotiations by providing written notice to the other party describing the nature of the dispute and the resolution sought.

The parties must engage in informal negotiations for a minimum of 30 days from the date of the written notice before either party may initiate arbitration proceedings.

14.2 Arbitration

If a dispute cannot be resolved through informal negotiations within 30 days either party may refer the dispute to binding arbitration conducted in Australia by a single arbitrator agreed upon by both parties or appointed by the Australian Centre for International Commercial Arbitration (ACICA) if the parties cannot agree on an arbitrator.

The arbitration will be conducted in English in Victoria, Australia. The arbitrator's decision will be final and binding on both parties.

14.3 Governing Law

These Terms and Conditions are governed by the laws of Victoria, Australia. Both parties submit to the non-exclusive jurisdiction of the courts of Victoria for any matter that is not subject to arbitration under clause 14.2.

15. Prohibited Activities

The Client must not use the JobReclaim service to:

- Monitor, access, or process email communications for any purpose other than the detection and follow up of genuine missed customer job enquiries as agreed in the Service Agreement.
- Engage in any unlawful activity including but not limited to breaching the Privacy Act 1988, the Spam Act 2003, or the Australian Consumer Law.
- Transmit any unsolicited commercial electronic messages to customers without their consent.
- Infringe the intellectual property rights of any third party.
- Introduce any malicious code, virus, or harmful software into the JobReclaim system or any connected platform.
- Attempt to gain unauthorised access to any part of the JobReclaim system or any third party platform used to deliver the Service.
- Resell, sublicense, or transfer the Service to any third party without JobReclaim's prior written consent.
- Use the Service in a manner that brings JobReclaim into disrepute or causes harm to JobReclaim's reputation.

16. Amendments to These Terms

JobReclaim reserves the right to amend these Terms and Conditions at any time. JobReclaim will provide a minimum of 30 days written notice to all active Clients of any material changes to these Terms and Conditions. Notice will be provided by email to the Client's registered email address.

Clients who do not accept the amended Terms and Conditions may cancel their subscription in accordance with clause 7 before the amended terms take effect. Continued use of the Service after the effective date of any amendment constitutes acceptance of the amended Terms and Conditions.

17. Force Majeure

JobReclaim will not be liable for any failure or delay in performing its obligations under these Terms and Conditions to the extent that such failure or delay is caused by circumstances beyond JobReclaim's reasonable control including but not limited to acts of God, natural disasters, pandemic, government action, war, terrorism, internet outages, or failure of third party platforms including Google, Anthropic, Make.com, or Twilio.

18. Severability

If any provision of these Terms and Conditions is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction that provision will be severed from these Terms and Conditions and the remaining provisions will continue in full force and effect.

19. Entire Agreement

These Terms and Conditions together with the Client's signed Service Agreement and JobReclaim's Privacy Policy constitute the entire agreement between JobReclaim and the Client with respect to the Service and supersede all prior agreements, representations, and understandings whether written or oral.

20. Contact Information

For any questions, complaints, data requests, cancellation notices, or other communications regarding these Terms and Conditions please contact JobReclaim at:

- Email: hello@jobreclaim.com
- Website: jobreclaim.com
- Mailing Address: Victoria 3187, Australia

By engaging JobReclaim's services you confirm that you have read and agree to these Terms and Conditions.

Flynn Plumley | Founder, JobReclaim

hello@jobreclaim.com | jobreclaim.com

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