

## TERMS AND CONDITIONS

### 1. Introduction

- 1.1. These Terms and Conditions (Terms) govern your access to and use of the website operated by Donex (ABN 20 228 565 628) (We, Us, Our) at [www.donex.au](http://www.donex.au) (Website).
- 1.2. By accessing, browsing, or using the Website in any way, you (the User) acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not accept these Terms, you must not use the Website.
- 1.3. These Terms form a legally binding agreement between you and Us. You should read them carefully and contact Us if you have any questions before using the Website. You can reach Us at [info@donex.au](mailto:info@donex.au) or by phone on 0475399168 or 0431011533.
- 1.4. The Website provides a means for individuals and businesses seeking property-related, home improvement or other Services (Customers) to request those Services from Us. When a Customer requests Services (whether via the Website, email, or phone), and We agree to provide or arrange those Services, Our agreement with the Customer for the provision of those Services is governed by these Terms.
- 1.5. We may, at Our sole discretion, fulfill Our agreement with the Customer by:
  - 1.5.1. providing the Services directly Ourselves; or
  - 1.5.2. engaging and appointing a suitable independent contractor (Service Provider) to perform the Services, or any part of the Services, on Our behalf as Our sub-contractor.
- 1.6. Under this agreement, We are responsible for managing the Service delivery. We will issue an invoice to the Customer for the Services, and the Customer must pay Us directly. We are, in turn, responsible for paying any Service Provider engaged by Us. Payments are not to be made or processed directly between a Customer and a Service Provider.
- 1.7. You acknowledge and agree that:
  - 1.7.1. We do not verify or warrant the accuracy, reliability or completeness of any information, content or representations made by Users through the Website.
  - 1.7.2. While We will exercise due care and skill in performing Our obligations, and in engaging Service Providers, to the maximum extent permitted by law, Our liability to you for any loss, damage, cost, or expense whatsoever, whether arising in contract, tort (including negligence), statute, or otherwise, arising from your use of the Website or the provision of Services:
    - 1.7.2.1. is strictly limited to the re-supply of the Services or the cost of re-supplying the Services; and
    - 1.7.2.2. We will not be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data, or other intangible losses, even if We have been advised of the possibility of such damages.
- 1.8. Acceptance of these Terms by a Customer creates a principal-to-principal commercial contract between the Customer and Us for the supply of Services. It does not, however, create any relationship of agency, partnership, joint venture, employment, or fiduciary duty between the Customer and Us.
- 1.9. If you are a Service Provider, you acknowledge and agree that your relationship with Us is that of an independent contractor. You are not an employee, partner, agent, or joint venture of Us. You are responsible for all your own tax obligations, insurance, superannuation, and other liabilities as an independent business. By accepting work from Us, you agree to the following:
  - 1.9.1. You are solely responsible for the performance and completion of the Services to the required standard, and for complying with all relevant laws, regulations, and industry standards.

- 1.9.2. You agree to indemnify and hold Us harmless from and against all costs, losses, damages, or liabilities (including legal fees on an indemnity basis) that We may suffer or incur arising directly or indirectly from:
  - 1.9.2.1. any breach of these Terms by you;
  - 1.9.2.2. any wilful, negligent, or fraudulent act or omission by you or your employees/sub-contractors; or
  - 1.9.2.3. any claim made by a Customer against Us related to the quality, outcome, or performance of the Services provided by you.
- 1.10. We may, from time to time and at Our discretion, amend or update these Terms or modify, suspend or remove any part of the Website (including its content, layout or features). We may do so with or without prior notice. The amended Terms will apply immediately upon publication on the Website, and your continued use of the Website after any change constitutes your acceptance of the revised Terms.
- 1.11. The Website may generate or transmit automated emails, messages, notifications or alerts to Users. Such communications form part of the Website's functionality and are subject to these Terms. If you no longer wish to receive automated communications, you may adjust your account preferences or contact Us at [info@donex.au](mailto:info@donex.au).
- 1.12. Information made available on or through the Website, including any articles, posts, resources, or general guidance materials, is provided for general informational purposes only. It is not professional advice and should not be relied upon as such. You should obtain independent professional or technical advice before acting on or relying on any such information.
- 1.13. We reserve the right to withdraw or restrict access to the Website (in whole or in part) at any time, whether temporarily or permanently, for maintenance, technical or operational reasons, or for any other reason We consider necessary. We will not be liable for any loss, cost or inconvenience arising from such suspension or unavailability.

## 2. Definitions

- 2.1. In these Terms, the following definitions apply:
  - 2.1.1. *Customer* or *Customers* means a User or Users who contact Us via the Website or other means to request Services.
  - 2.1.2. *Service Provider* or *Service Providers* means independent third-party contractors engaged or appointed by Us to perform some or all of the Services on Our behalf.
  - 2.1.3. *Service* or *Services* mean the property, home improvement or other services requested by a Customer, which may be performed by a Contractor appointed by Us or provided directly by Us.
  - 2.1.4. *Terms* means these Terms and Conditions.
  - 2.1.5. *User*, *You*, or *Your* means any person who accesses, browses, or uses the Website, including Customers and Service Providers.
  - 2.1.6. *We*, *Us*, *Our* or *Ourselves* means Donex (ABN 20 228 565 628).
  - 2.1.7. *Website* means the website operated by Us at [www.donex.au](http://www.donex.au).

## 3. User accounts and eligibility

- 3.1. To access certain features or Services offered through the Website, including the ability to request or provide property Services, you may be required to register for an account. When registering, you must provide accurate, current, and complete information as prompted by the registration form. You agree to update your information promptly to maintain its accuracy.

- 3.2. You must be at least 18 years of age to create an account or use the Website. By registering, you represent and warrant that you meet these eligibility requirements. If you are registering as a business or on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.
- 3.3. You are solely responsible for maintaining the confidentiality and security of your account credentials, including usernames, passwords, and any other authentication information. You are responsible for all activity conducted through your account, whether or not authorised by you. You must notify Us immediately if you suspect any unauthorised use of your account or any breach of security.
- 3.4. You must not use the Website for any purpose that is unlawful, fraudulent, misleading, or otherwise prohibited by these Terms. In particular, you must not, and must not attempt to:
  - 3.4.1. use the Website to defraud, harass, or mislead other Users or third parties;
  - 3.4.2. submit false, misleading, or incomplete information, including information relating to your identity, qualifications, or property Services offered;
  - 3.4.3. post or transmit any content that is offensive, defamatory, obscene, discriminatory, or otherwise objectionable;
  - 3.4.4. interfere with or disrupt the Website's operation, security, or integrity;
  - 3.4.5. use automated systems, such as bots, scrapers, or other automated means, to access or collect data from the Website; or
  - 3.4.6. attempt to circumvent any security or verification measures implemented by Us.
- 3.5. We reserve the right to verify the identity of any User, and to take any reasonable steps to confirm the accuracy of information provided to Us. This may include requesting identity documents, proof of qualifications, licences, or trade certifications. By using the Website, you consent to provide such information on request and acknowledge that failure to comply may result in suspension or termination of your account.
- 3.6. We may, at Our sole discretion, suspend, restrict, or terminate your account or access to the Website at any time if We reasonably believe you have breached these Terms, engaged in inappropriate, unlawful, or misleading conduct, or if continued access may cause harm to Us, other Users, or the integrity of the Website. Any suspension or termination may occur with or without notice, and We are not liable for any loss or inconvenience resulting from such action.

#### **4. Our role and limitations**

- 4.1. The Website operates as a primary method for Us to market and promote the Services. It provides a means for Customers to contact Us to request Services, which We will then provide directly or arrange to be provided by a Service Provider.
- 4.2. We do not endorse or recommend any specific Service Provider or Customer, and We make no representations regarding the suitability or accuracy of any general information, content, or claims provided by other Users through the Website. Except for the obligations We owe to Customers for the supply of Services under these Terms and relevant consumer law, you acknowledge that reliance on any User or general information is at your own risk.
- 4.3. We are responsible for identifying and engaging the appropriate Service Provider to perform the Services. While We manage the overall Service delivery, We do not supervise, manage, or control the day-to-day work methods, safety protocols, or general conduct of Service Providers or other Users. We do not guarantee any specific result or particular outcome of any Service, save for the non-excludable statutory warranties and guarantees under the Australian Consumer Law. Any disputes or claims arising from the performance or non-performance of the Services must be raised directly with Us, and not with the Service Provider. We will manage the resolution of such claims in accordance with Our internal policies.

- 4.4. Where We provide any services directly, rather than through a Service Provider, such Services will be clearly identified on the Website, and separate terms, conditions, and warranties may apply to those Services. You acknowledge that these direct Services are subject to the terms communicated at the time of engagement.

## **5. Fees and payments**

- 5.1. Access to, and use of, certain features of the Website may be subject to the payment of fees, which may include, but are not limited to:
- 5.1.1. subscription or membership fees;
  - 5.1.2. lead, introduction, or referral fees; and
  - 5.1.3. commissions, Service fees, or other charges related to confirmed jobs or transactions facilitated through the Website.
- The current fees applicable to each Service or feature are published on the Website or otherwise notified to you before payment. We reserve the right, at Our sole discretion, to introduce new fees or vary existing fees at any time by providing notice on the Website or by other means.
- 5.2. Unless otherwise agreed in writing, all fees are payable in advance and are non-refundable, except to the extent required by law. You are responsible for ensuring that all payments are made in accordance with the applicable terms and within the timeframes specified.
- 5.3. We may engage third-party payment providers or gateways to facilitate payments to process fees for Services. By providing payment information, you authorise Us, and any such third party, to process your payments in accordance with Our Privacy Policy and the relevant provider's terms and conditions. You acknowledge and agree that:
- 5.3.1. We do not collect or store your credit card or payment details Ourselves;
  - 5.3.2. all processing of payments is subject to the terms, conditions, and privacy policies of the relevant payment provider; and
  - 5.3.3. We are not responsible for any delays, errors, or failures in payment processing caused by third-party providers.
- 5.4. You are responsible for ensuring that any payment details you provide are accurate, complete, and current. Any fees or charges incurred as a result of incorrect, incomplete, or fraudulent information are your responsibility.
- 5.5. Except as required by law or otherwise expressly agreed in writing, fees paid are non-refundable.
- 5.6. Customers must pay Us directly for the Services via invoices provided through email or other means. The Customer must not pay the Service Provider directly for the Services supplied under this agreement. Conversely, the Service Provider must not request or accept payment for the Services supplied under this agreement directly from the Customer.
- 5.7. If you are a Service Provider, your payment to Us for the work We refer to you will be in the form of a commission as a booking fee or a flat fee, depending on the arrangement. The specific fees applicable to you are communicated prior to engagement and form a condition of your agreement to accept work from Us.

## **6. User responsibilities**

- 6.1. You agree to use the Website honestly, in good faith, and in compliance with all applicable laws, regulations, and these Terms. You must ensure that your use of the Website does not cause harm, inconvenience, or loss to other Users, the Website, or third parties.
- 6.2. You must not, and must not attempt to:
- 6.2.1. post, submit, or distribute any information, content, or materials that are false, misleading, deceptive, fraudulent, or inaccurate;

- 6.2.2. infringe or violate the intellectual property rights, privacy rights, publicity rights, or other legal rights of any person or entity;
  - 6.2.3. use the Website to transmit, distribute, or promote spam, unsolicited communications, malware, viruses, or any other harmful or disruptive content;
  - 6.2.4. impersonate, misrepresent, or falsely claim to be another person, organisation, or entity, or create an account on behalf of someone else without their express consent;
  - 6.2.5. interfere with, disrupt, or attempt to circumvent the security, integrity, or proper functioning of the Website, any connected systems, or any other User's access to the Website;
  - 6.2.6. attempt to access any part of the Website, system, or data for which you do not have permission, or attempt to probe, scan, or test the vulnerability of the Website; or
  - 6.2.7. use the Website for any unlawful, unethical, or commercial purpose that is not expressly authorised by these Terms.
- 6.3. You must interact with other Users in a professional, respectful, and lawful manner. Harassment, intimidation, abusive language, discrimination, or any conduct that threatens, misleads, or endangers other Users is strictly prohibited.
- 6.4. You are solely responsible for the content you post and the Services you offer or engage through the Website. You must ensure that any Service offered is lawful, safe, and accurately described. Any harm, loss, or dispute arising from your use of the Website or interactions with other Users is your responsibility, and you agree to release Us from any liability to the fullest extent permitted by law, other than claims arising from the Services where We are the principal contractor.
- 6.5. You must promptly notify Us if you become aware of any breach of these obligations by another User, including illegal, fraudulent, or harmful conduct. While We may investigate and take action at Our discretion, We do not guarantee any specific outcome.

## **7. Service Provider obligations**

- 7.1. Service Providers must ensure that they hold, and maintain at all times, all licences, registrations, permits, approvals, and insurance policies required by law or industry standards to lawfully provide the Services they offer through the Website. This includes, but is not limited to, trade licences, professional certifications, public liability insurance, and workers' compensation coverage where applicable.
- 7.2. Service Providers must:
- 7.2.1. hold a valid Australian Business Number (ABN) and provide it when registering or maintaining an account on the Website, or upon request from Us at any time; and
  - 7.2.2. be responsible for their own tax affairs, including the collection and remittance of Goods and Services Tax (GST) (where applicable), income tax, and any other tax liabilities arising from their business activities.
- 7.3. Service Providers operate as independent contractors and are not employees, partners, agents, or representatives of the Website operator or any Customer. Accordingly, Service Providers are solely responsible for:
- 7.3.1. the payment of their own wages, superannuation, payroll tax, and other employment-related obligations;
  - 7.3.2. maintaining appropriate workers' compensation or personal accident insurance, as required by law; and
  - 7.3.3. ensuring compliance with all legislation relevant to the engagement of staff, subcontractors, or apprentices within their business.

The Website operator does not accept responsibility for, and will not make, any payments or contributions in relation to superannuation, wages, leave entitlements, payroll tax, or any other employment or contractor-related obligations.

- 7.4. Service Providers are solely responsible for complying with all applicable laws, regulations, and statutory obligations in connection with the Services they offer, including the Australian Consumer Law and any state or federal legislation governing their trade or profession. They must ensure that all representations made to Customers on the Website are truthful, accurate, and not misleading.
- 7.5. Service Providers agree to perform all Services with due care, skill, diligence, and in accordance with industry standards and best practices. They must ensure that Services are delivered safely, efficiently, and in a manner consistent with any commitments or specifications provided to Customers.
- 7.6. Service Providers are responsible for the accuracy and completeness of all information they provide on the Website or directly to Customers, including profiles, Service descriptions, pricing, availability, and qualifications. Any material changes to such information must be promptly updated to ensure ongoing accuracy.
- 7.7. Service Providers must maintain the confidentiality of all Customer information obtained through the Website or directly from Us or the Customer and must not use such information for any purpose other than providing the requested Services, unless expressly authorised by the Customer or required by law. This includes personal, financial, and sensitive information.
- 7.8. Service Providers must not engage in any conduct that is unlawful, fraudulent, misleading, or harmful to Customers, other Users, Us, or the Website. This includes, but is not limited to, misrepresentation of Services or qualifications, harassment of Customers or other Users, and interference with the Website's operations.
- 7.9. We reserve the right, in Our sole discretion, to suspend, restrict, or remove any Service Provider profile, listing, or account at any time if We reasonably believe the Service Provider has breached these Terms, provided inaccurate or misleading information, engaged in misconduct, or otherwise undermined the integrity, safety, or reliability of the Website. Any such action may occur with or without prior notice, and We are not liable for any loss or inconvenience resulting from such action.
- 7.10. Service Providers agree to indemnify and hold harmless the Website operators, their affiliates, and officers from any claims, damages, losses, or liabilities arising from the Service Provider's breach of these obligations, failure to comply with the law, or negligent or wrongful performance of Services.

## 8. **Reviews and feedback**

- 8.1. Customers and other Users may have the opportunity to post reviews, ratings, or feedback ("Reviews") about their experiences with Service Providers on the Website after Services have been provided. Reviews are intended to provide honest and constructive information to assist other Users in making informed decisions.
- 8.2. You must ensure that any Review you submit is fair, accurate, honest, and not misleading. Reviews must not contain content that is defamatory, offensive, abusive, discriminatory, harassing, fraudulent, or otherwise unlawful. You must not impersonate another person or post Reviews on behalf of someone else without their consent.
- 8.3. We reserve the right, at Our sole discretion, to moderate, edit, refuse to publish, or remove any Review that We reasonably believe breaches these Terms, is unlawful, or may damage the reputation of the Website, its Users, or third parties. We are not obligated to provide reasons for removing or moderating a Review.
- 8.4. We do not endorse, verify, or guarantee the accuracy, reliability, or truthfulness of any Review posted on the Website. Reviews reflect the opinions and experiences of the

individuals who submit them and not the views or positions of the Website or its operators.

- 8.5. By submitting a Review, you grant Us a non-exclusive, royalty-free, perpetual, worldwide licence to use, reproduce, publish, display, adapt, modify, and distribute that content on the Website or in any promotional, marketing, or other materials. You acknowledge that We may edit or format Reviews for clarity, style, or compliance with these Terms.
- 8.6. You are solely responsible for any content you post as a Review and for any consequences that may arise from the publication of that content. You agree to indemnify and hold harmless the Website, its affiliates, and officers from any claims, damages, or liabilities arising from your Reviews, including any breach of these Terms or applicable laws.

## **9. Intellectual property and User content**

- 9.1. All content, materials, software, graphics, designs, text, images, logos, and other materials on the Website, excluding User Content, are owned or licensed by Us and are protected by copyright, trademark, and other intellectual property laws. You may access, view, and print content from the Website solely for your personal, non-commercial use. You must not reproduce, modify, adapt, distribute, transmit, display, perform, publish, license, create derivative works from, or otherwise commercially exploit any content from the Website without Our prior written consent.
- 9.2. Users may be able to upload, submit, or post content (“User Content”), including but not limited to Service descriptions, profiles, reviews, messages, or other information. By submitting User Content to the Website, you grant Us a non-exclusive, royalty-free, worldwide, perpetual, and sublicensable licence to use, reproduce, display, modify, adapt, publish, communicate, and distribute that content for the purposes of operating, promoting, and improving the Website and its Services.
- 9.3. You represent and warrant that any User Content you submit:
  - 9.3.1. is accurate, complete, and not misleading;
  - 9.3.2. does not infringe the intellectual property, privacy, or other legal rights of any third party;
  - 9.3.3. complies with all applicable laws, regulations, and these Terms; and
  - 9.3.4. does not contain offensive, defamatory, harassing, fraudulent, or otherwise objectionable material.
- 9.4. We may, in Our sole discretion, remove, edit, or refuse to publish any User Content that We reasonably believe breaches these Terms, is unlawful, or is otherwise objectionable. We are not responsible for monitoring all User Content, and Our moderation does not imply endorsement, verification, or approval of such content.
- 9.5. Submitting User Content does not transfer ownership of any intellectual property rights in that content to Us. You retain all rights in your User Content subject to the licence granted to Us under clause 9.2.
- 9.6. You are solely responsible for any User Content you submit and for any consequences that may arise from its publication. You agree to indemnify, defend, and hold harmless the Website, its affiliates, and officers from any claims, damages, losses, or liabilities arising from your User Content, including any breach of these Terms or applicable laws.
- 9.7. Any suggestions, ideas, or feedback you provide to Us regarding the Website (“Feedback”) may be used by Us without restriction, and you agree that We are free to use such Feedback for any purpose without compensation to you.

## **10. Privacy and communications**

- 10.1. Your use of the Website is subject to Our collection, use, storage, and disclosure of personal information in accordance with Our Privacy Policy, which is available below

and forms part of these Terms. By using the Website, you acknowledge that you have read and understood the Privacy Policy and consent to the collection, use, and disclosure of your personal information as described therein.

- 10.2. By registering for an account, submitting User Content, or using the Website in any manner, you consent to receiving communications from Us, including emails, SMS, phone calls, or other electronic communications related to your use of the Website, account, Services, or transactions. If you are a Customer, you also consent to Us sharing your relevant contact and Service request details with an engaged Service Provider solely for the purpose of fulfilling the Services.
- 10.3. You may opt out of receiving marketing or promotional communications from Us at any time by following the procedures set out in the Privacy Policy or the communication itself. Please note that certain administrative or transactional communications, such as Service notifications or updates regarding your account, may be required for the proper functioning of the Website and cannot be opted out of.
- 10.4. Where you interact with Service Providers or payment processors through the Website, your personal information may be shared with those providers as necessary to facilitate Services or transactions. These third parties may have their own privacy practices, and We are not responsible for their handling of your information.
- 10.5. We take reasonable steps to protect the personal information you provide through the Website. However, no method of transmission or storage is completely secure, and We do not guarantee the absolute security of your data. By using the Website, you acknowledge and accept this risk.
- 10.6. We may update or revise Our Privacy Policy from time to time. Any material changes will be posted on the Website, and your continued use of the Website after such changes constitutes your acceptance of the revised Privacy Policy.

## **11. Disclaimers and limitation of liability**

- 11.1. The Website and its content are provided on an “as is” and “as available” basis. We make no representations, warranties, or guarantees, whether express or implied, regarding the quality, availability, reliability, suitability, or accuracy of the Website's functionality or the general information offered by Users. We do not guarantee that the Website will be uninterrupted, secure, or free from errors, defects, viruses, or other harmful components.
- 11.2. To the fullest extent permitted by law, all warranties, representations, and guarantees not expressly set out in these Terms are excluded. This includes, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 11.3. Nothing in these Terms is intended to exclude, restrict, or modify any rights or remedies you may have under the Australian Consumer Law (ACL) or any other applicable legislation which cannot be lawfully excluded, restricted, or modified. If We are liable to you pursuant to a breach of a consumer guarantee under the ACL, Our liability is limited to the extent permitted by section 64A of the ACL, including (at Our option) the re-supply of the Services or the payment of the cost of re-supplying the Services.
- 11.4. To the extent permitted by law, We, Our affiliates, officers, employees, and agents are not liable for any:
  - 11.4.1. indirect, incidental, special, punitive, or consequential loss or damage;
  - 11.4.2. loss of profits, revenue, business, data, goodwill, or anticipated savings; or
  - 11.4.3. loss or damage arising from transactions or interactions between Users that do not relate to the Services provided under this agreement.
- 11.5. To the extent permitted by law, Our total liability to you for any claim, whether in contract, tort (including negligence), statute, or otherwise, arising out of or in

connection with the Website, these Terms, or any Services obtained through the Website, is limited to the lesser of:

- 11.5.1. the amount paid by you to Us specifically for the relevant Services that gave rise to the claim (i.e., a refund); or
  - 11.5.2. the cost of re-supplying the relevant Services.
- This limitation does not apply to the extent that liability cannot lawfully be excluded or limited under the Australian Consumer Law or any other applicable legislation.
- 11.6. Reliance on any general information, content, or resources made available on or through the Website is entirely at your own risk. You acknowledge that you are solely responsible for evaluating the accuracy, completeness, and suitability of such materials. Our liability for the quality, suitability, or outcome of the Services We contractually supply to you is governed solely by the other express terms of this agreement and applicable consumer law.
  - 11.7. Nothing in these Terms limits or excludes liability to the extent that it cannot be excluded under applicable law, including liability for:
    - 11.7.1. death or personal injury caused by Our negligence;
    - 11.7.2. fraud or fraudulent misrepresentation; or
    - 11.7.3. any other liability that cannot be legally excluded.

## **12. Indemnity**

- 12.1. You agree to indemnify, defend, and hold harmless the Website, its affiliates, and their respective directors, officers, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable legal fees and expenses on a full indemnity basis) arising out of or in connection with:
  - 12.1.1. your use of the Website or any Services obtained through the Website;
  - 12.1.2. any breach or alleged breach of these Terms by you;
  - 12.1.3. any violation of applicable laws, regulations, or statutory obligations;
  - 12.1.4. any infringement or alleged infringement of third-party intellectual property, privacy, or other rights; and
  - 12.1.5. any conduct by you that causes harm, loss, or damage to other Users, third parties, or the Website.

If you are a Service Provider, this indemnity is given without limit and applies regardless of any other limitation of Our liability to the Customer contained elsewhere in these Terms.

- 12.2. This indemnity applies regardless of whether the claim, loss, or liability arises directly or indirectly from your actions, omissions, or the actions of any person acting on your behalf. You agree to cooperate fully in the defence of any claim and to provide reasonable assistance to the Indemnified Parties as required.
- 12.3. We reserve the right, in Our sole discretion, to:
  - 12.3.1. assume control of the defence or settlement of any claim; and
  - 12.3.2. take any action We deem necessary to enforce this indemnity, including seeking reimbursement for costs incurred in enforcing your obligations under this clause.
- 12.4. The obligations under this clause survive the termination or expiration of your account and these Terms and continue to apply notwithstanding your cessation of use of the Website or the completion of any Services or Service relationships contemplated by these Terms.

## **13. Termination and suspension**

- 13.1. We may, in Our sole discretion, suspend, restrict, or terminate your access to the Website, your account, or any content you have submitted at any time, without prior notice or liability, if We reasonably believe that:
  - 13.1.1. you have breached or may breach these Terms;

- 13.1.2. you have engaged in conduct that is unlawful, fraudulent, misleading, or otherwise detrimental to Us, the Website, its Users, or third parties;
- 13.1.3. continued access may compromise the integrity, security, or operation of the Website; or
- 13.1.4. your use of the Website may expose Us to legal, regulatory, or reputational risk.
- 13.2. On suspension or termination, your right to access or use the Website immediately ceases. We may, in Our discretion, delete or retain any content, User Content, or information associated with your account. Termination or suspension does not affect any rights or remedies that We may have under these Terms, at law, or in equity.
- 13.3. Clauses that by their nature should survive termination, including but not limited to Intellectual Property, Disclaimers and Limitation of Liability, Indemnity, and Governing Law, continue to apply notwithstanding the termination or suspension of your account.
- 13.4. We are not liable to you or any third party for any loss, damage, or inconvenience arising from suspension or termination of access to the Website, including deletion or retention of content.

#### **14. Governing law and jurisdiction**

- 14.1. These Terms, your use of the Website and/or Services, and any disputes arising out of or in connection with these Terms or the Website or Services are governed by and construed in accordance with the laws of the State of Victoria, Australia.
- 14.2. You irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia, and any courts competent to hear appeals from those courts, in respect of any proceedings or disputes arising under or in connection with these Terms.
- 14.3. To the extent permitted by law, you agree not to challenge the jurisdiction of the courts of Victoria or to seek to transfer any proceedings to a court outside Victoria.
- 14.4. If any provision of these Terms is held to be invalid, illegal, or unenforceable in any jurisdiction, that provision shall be severed to the extent of such invalidity or unenforceability, and the remaining provisions shall continue in full force and effect.

#### **15. Relationship between Us and Customers**

- 15.1. When a Customer requests Services (whether via the Website, email, or phone), and We agree to provide or arrange those Services, a contract for the provision of the Services is formed between the Customer and Us. Under this contract, We are the principal party responsible for the supply of the Services and for issuing the invoice. We may, in Our sole discretion, fulfill Our obligations by performing the Services directly Ourselves or by engaging a Service Provider to act as Our sub-contractor.
- 15.2. The acceptance of these Terms creates a principal-to-principal commercial contract between the Customer and Us for the supply of Services. It does not, however, create any relationship of agency, partnership, joint venture, employment, or fiduciary duty between the Customer and the Service Provider, or between the Customer and Us.
- 15.3. Customers agree to:
  - 15.3.1. provide accurate, current, and complete information when using the Website;
  - 15.3.2. act in good faith and comply with all applicable laws;
  - 15.3.3. pay for Services in accordance with any agreements with Us;
  - 15.3.4. provide truthful and fair feedback in reviews; and
  - 15.3.5. cooperate reasonably with Us in the event of a complaint or issue.

#### **16. Relationship between Us and Service Providers**

- 16.1. Service Providers acknowledge and agree that they are independent contractors and not employees, agents, partners, or joint venturers of Us. Nothing in these Terms creates an employment relationship between Us and Service Providers.

- 16.2. Service Providers must maintain all licences, registrations, permits, and insurance required by law to provide Services, and comply with all applicable legislation, including the Australian Consumer Law.
  - 16.3. Service Providers agree to perform all Services with due care, skill, and professionalism, and to provide and maintain accurate and truthful information to Customers and on the Website regarding their Services, pricing, and qualifications.
  - 16.4. Service Providers are responsible for any subscription, listing, or lead fees payable to Us. Where We facilitate payments from Customers, Service Providers agree to the payment terms and any commissions or deductions disclosed by Us or on the Website.
  - 16.5. Service Providers must not engage in conduct that is unlawful, fraudulent, misleading, offensive, or disruptive to the Website or its Users.
  - 16.6. We may suspend or terminate a Service Provider's account, profile, or listings in accordance with Clause 13 if We reasonably believe they have breached these Terms or engaged in conduct detrimental to Us, the Website or Users.
  - 16.7. Service Providers agree to indemnify, defend, and hold harmless Us and Our affiliates against any claims, losses, or liabilities arising from their use of the Website, their Services, or their breach of these Terms, including reasonable legal fees and expenses on a full indemnity basis.
- 17. Relationship between Customers and Service Providers**
- 17.1. The contractual agreement for the provision of the Services is formed exclusively between the Customer and Us. We are the principal contractor, and the Customer's contractual rights and obligations for the Services are with Us. We engage the Service Provider as Our independent sub-contractor to perform the Services. The Service Provider has no direct contractual relationship with the Customer for the purpose of the Services' performance, payment, or liability. We do not guarantee the performance, quality, legality, or suitability of the Services beyond the obligations and warranties provided by Us under these Terms and applicable Australian Consumer Law.
  - 17.2. Customers and Service Providers acknowledge that nothing in these Terms creates or is intended to create any partnership, joint venture, employment, agency, or fiduciary relationship:
    - 17.2.1. Between Us and any Customer;
    - 17.2.2. Between Us and any Service Provider, whose relationship is that of an independent sub-contractor; or
    - 17.2.3. Between the Customer and the Service Provider, who have no direct contractual relationship for the performance or payment of the Services provided under this agreement.
  - 17.3. Customers must:
    - 17.3.1. provide accurate, current, and complete information when engaging Us for a Service Provider;
    - 17.3.2. act honestly and in good faith in all dealings with Us and the Service Provider;
    - 17.3.3. make timely payments in accordance with the agreed terms with Us;
    - 17.3.4. comply with all applicable laws, including the Australian Consumer Law, and ensure that their premises are safe and that the performance of the Services complies with all relevant workplace health and safety, safety, or regulatory requirements applicable to their property or circumstances;
    - 17.3.5. not represent or treat any Service Provider as an employee or agent of the Customer for any purpose.
  - 17.4. Service Providers must provide Services lawfully, safely, and with due care and skill, in accordance with the scope of work and instructions provided by Us. Service Providers are responsible for their conduct and interactions with Customers and must

comply with all obligations set out in Clause 7 (Service Provider Obligations) of these Terms.

- 17.5. Each party acknowledges and agrees that:
  - 17.5.1. the Service Provider is engaged as an independent contractor and is solely responsible for their own taxation affairs, including GST, income tax, and any other tax liabilities;
  - 17.5.2. neither We nor Customers are responsible for making any payments or contributions in relation to superannuation, wages, leave entitlements, payroll tax, or any other employment-related obligation for or on behalf of Service Providers;
  - 17.5.3. We do not provide tax, financial, or employment advice, and it is each party's responsibility to seek independent professional advice where necessary; and
  - 17.5.4. any Service Provider who employs or subcontracts others within their business is solely responsible for complying with all relevant employment, industrial relations, and safety laws.
- 17.6. We do not guarantee specific Service outcomes, availability, suitability, or timing of Services beyond Our obligations to provide them with due care and skill. The extent of Our liability for any loss, damage, or inconvenience suffered by the Customer arising from the Services is strictly limited as set out in the Total Liability Limit clause of these Terms.