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**MARKETPLACE TERMS AND CONDITIONS**

THE JOB MILL PTY. LTD. ACN 607 911 375 (referred to as **The Job Mill, we** or **us**) provides an introductory service between a hirer who requires assistance with any casual job, piece of work, task or tasks on a once off or regular basis, whether performed online or offline (for example cleaning their apartment monthly, delivering a creative film project, gardening weekly, moving furniture, assisting with university assignments, designing a website, and many others) (**Hirer**), and a worker who has the skills, qualifications and experience and capacity to perform these tasks (**Worker**), as well as a searchable directory of these jobs or tasks to be performed by Workers for Hirers (collectively, the **Services**). The Services are available on our website at [www.thejobmill.com](http://www.thejobmill.com) (**Site**).

**1. Contract**

- (a) These Marketplace Terms and Conditions (**Terms**) form a binding legal agreement between us, our directors, officers, employees, successors and assignees, and each person, organisation or entity using the Services (referred to as **you, your** or **User**). By using the Site and Services, you agree to comply with and be legally bound by these Terms. Please read the Terms carefully. If you have any questions, you can contact us using the contact details at the end of these Terms.
- (b) Your use of the Site and Services indicates that you:
  - (i) have had sufficient opportunity to access the Terms and contact us;
  - (ii) have read, accepted and will comply with the Terms;
  - (iii) have legal capacity to enter into a contract for sale; and
  - (iv) are 18 years or older, or if younger than 18 years you have the approval of your parent or guardian.

If this is not correct, or if you do not agree to these Terms, you are not permitted to use the Site and Services.

- (c) These Terms may be amended from time to time, without prior notice. Your use of our Services following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check the current Terms, before continuing use of the Services. Our agents, employees and third parties do not have authority to change the Terms.
- (d) These Terms supplement and incorporate our policies and terms and conditions, including without limitation the Website Terms of Use and Privacy Policy posted on the Site.

**2. Introductory Service Only**

- (a) We are an introductory service only. We are not an employer. We do not employ or contract any Workers. We do not issue employment contracts, tax declaration forms or superannuation forms to Workers or Hirers. We are not responsible for your superannuation, insurances, work and occupational health and safety, or compensation matters (for example, if a Worker sustains an injury in the performance of a piece of work requested and paid for by a Hirer). We are not responsible for any insurances for any User, whether Public and Product Liability Insurance, Professional Indemnity Insurance, Worker Compensation Insurance, Revenue and Assets Insurance, Motor Vehicle Insurance, Death and Permanent Disability Insurance, or any other insurances. We are not a guarantor for Hirers who engage a Worker whose work is incomplete, not fit for purpose, or not done legally (for example without requisite industry licences), or otherwise faulty or in violation of applicable law. We do not endorse or credential check any Users. Please refer to the Dispute Resolution, Disclaimers, Limitation of Liability and Indemnity clauses in these Terms for further details.
- (b) The Site and Services provide searchable directory of job listings and an online introductory platform through which Hirers will be able to create a job or task listing (**Listing**) on the Site, view Workers who may be interested in providing Worker services in accordance with the Listing (**Worker Services**) and contact Workers who may be interested in providing Worker Services (to negotiate job rates or offer a job) using the message function provided on the Site and (ii) Workers will be able to view and search Listings contact Hirers using the message function provided on the Site to offer Worker Services and negotiate job rates).

- (c) A Hirer must set out all relevant information in a Listing such as the category of work, skills, budget, completion date and type of job required by the Hirer.
- (d) Each User may create a profile as per information requested on the Site (**Profile**).
- (e) Users with an Account can view the Profiles of other Users, view Listings and contact Users via the Site's message function to make arrangements with each other. A member of the public without an Account will not be able to view the Profile of a User, view Listings or contact Users via the Site's message function.
- (f) You understand and agree that the Site is an online introductory platform only. Our responsibility is limited to facilitating the availability of the Site and Services.
- (g) We are not a party to any agreement entered into between Users. We are not a referrer or booking agent and provide no such related services. We have no control over the conduct of Users of the Site and Services. We disclaim all liability in this regard, as set out in these Terms.
- (h) Any arrangement between Users is solely between them. It is strictly and expressly not part of your agreement with us.

### 3. **Online Registration**

- (a) You must register on the Site and create an account (**Account**) to access the Services and features on the Site. At our absolute discretion, we may refuse a person the opportunity to create an Account.
- (b) Each person may only have one (1) Account on the Site including a Profile.
- (c) Basic information is required when registering on the Site for an Account. You are required to provide certain information including name, email address, photo (optional) and location, and select a username and password.
- (d) You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. We reserve the right to suspend or terminate your Account and access to the Site and Services if any information provided to us, including for the Site or otherwise, proves to be inaccurate, not current or incomplete.
- (e) To keep information secure and confidential, we may request that you change your password at regular intervals. Further information on the storage and security of your personal information can be found in our Privacy Policy and Website Terms of Use.
- (f) It is your responsibility to keep your Account details, username and password confidential. You are liable for all activity on your Account. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorised such activities or actions.
- (g) You will immediately notify us of any unauthorised use of your Account.

### 4. **Users and User Profiles**

- (a) Users who have created an Account are permitted to create Profiles. Your Profile for your use of the Site is created from the personal information you provide to us.
- (b) You acknowledge and agree that you are responsible for your own Profile.
- (c) You can access the Site to communicate with other Users and obtain or provide Worker Services.
- (d) If a Hirer contacts a Worker and requests Worker Services, or a Worker contacts a Hirer and offers Worker Services, any agreement entered into is between the Hirer and Worker. We are not a party to the agreement.
- (e) You acknowledge and agree that any communications entered into with another User is at your own risk. We cannot guarantee that other Users have genuine intentions. You engage with other Users at your own risk.
- (f) You should report to us any activities or requests of other Users which you reasonably believe to be:
  - (i) suspicious;
  - (ii) inconsistent;
  - (iii) illegal; or
  - (iv) likely to have a negative effect on the reputation of us, the Site, the Services and/or a User or Users.

- (g) You acknowledge and agree that while the Site allows Users to communicate with each other, you are not permitted to share the contact information of other Users.
- (h) You represent and warrant that any content that you provide, and Profile and/or Listing that you post:
  - i. will not breach any agreements entered into with any third parties;
  - ii. will be in compliance with all applicable laws in your local area and country; and
  - iii. will not conflict with the rights of third parties.
- (i) We assume no responsibility for a User's compliance, or noncompliance as the case may be, with any applicable laws, rules and regulations.
- (j) We reserve the right, at any time and without prior notice, to remove or disable access to any Account and/or Profile and/or Listing for any reason, including Accounts and/or Profiles and/or Listings of Users that we, at our sole discretion, consider to be objectionable for any reason, or in violation of these Terms or otherwise harmful to the Site or Services.

#### 5. **Ratings and Reviews**

- (a) Users may rate a Profile or Listing (**Rating**), which determines the popularity of individual Profiles or Listings. In addition, Users may provide feedback to other Users regarding their interaction with each other: in respect of the Worker Services purchased by a Hirer; in respect of Workers, the performance of the Worker Services they provide; and, in respect of Hirers, the performance of their payment obligation for the Worker Services (**Review**).
- (b) Ratings and Reviews can be viewed by any User. Ratings and Reviews will remain viewable until the relevant reviewee's Account and Profile are removed or terminated.
- (c) Users must provide true, fair and accurate information in their Review.
- (d) If, in our reasonable assessment, the Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review or ban the User from posting the Review. We do not undertake to review each Review made by a User.
- (e) To the fullest extent permitted by law, we are not responsible for the content of any Reviews.

#### 6. **Forums, Q&A and Social Media**

- (a) The Site has a forum on which Users are able to communicate, for example to discuss Listings.
- (b) We ask Users to limit their discussions to topics which are relevant to our Site and Services.
- (c) We reserve the right to remove any posts by Users which we, at our sole discretion, deem to be inappropriate, including posts which are disruptive to the otherwise civil atmosphere of the forum.
- (d) Users acknowledge and agree that they are not permitted to upload posts which contain foul language, illegal material, defamatory comments, business advertisements, spam, religious debates, comments related to drugs, sex or pornography, or comments which incite fear, and/or any form of abuse, insults or personal attacks.
- (e) The Site will also contain a Q&A section which Users can browse for answers to popular questions.
- (f) The Site will have a social media platform (including Facebook, Instagram, Twitter and Google).

#### 7. **Payments**

- (a) Hirers and Workers are not required to pay any fees for their registration on our Site or use of the Site or Services, but Hirers may be required to pay fees directly to Workers for any Worker Services that they request and which are available on our Site.
- (b) We do not facilitate payment between Users. Any exchange of money is independent of our Services. A Hirer's payment in exchange for any Worker Services is done so independently and at their own risk. As stated elsewhere in these Terms, we are expressly not a party to any agreement that takes place between Users.

#### 8. **Offers and Promotions**

- (a) We may, from time to time, make offers or promotions which may be applicable to the Services. Without limitation these promotions may include email updates of new Listings which we consider relevant to the skills and qualifications or interest areas of a User.
- (b) The conditions of such offers or promotions will be specified on the Site.

- (c) The User acknowledges and agrees that we may, at our sole discretion, remove or extend any offers or promotions, and we will not be responsible or liable for any potential loss or damage which you incur as a result of the removal or extension of any offers or promotions.

9. **Dispute Resolution**

- (a) By using our Site and Services, you agree that any legal remedy or liability that you may seek to obtain for actions or omissions of a Hirer, Worker, or other third party, will be limited to a claim against the Hirer, Worker or other third party, who caused harm to you. We encourage you to communicate directly with the relevant Hirer, Worker or third party to resolve any disputes.
- (b) We welcome feedback from our Users. We will seek to resolve concerns within a reasonable time period and effectively. If any User has any feedback or questions about the Services, please contact any member of staff.
- (c) If there are any complaints from a User, we will aim to respond and provide a suitable solution within 90 days. If a User is not satisfied with our response, the User and we agree to the following dispute resolution procedure:
  - (i) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The User and us agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
  - (ii) If a resolution cannot be agreed upon at the Initial Meeting, either the User or we may refer the matter to a mediator. If the User and us cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. Each party to the dispute must attend the mediation in good faith, to seek to resolve the dispute.
- (d) Any attempts made by a party to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of either party under these Terms, by law or in equity.

10. **Cancellation of Registration**

A User may deactivate their Account at any time via the Site.

11. **Refund Policy**

Any cancellation, exchange or refund of a Worker Service is strictly a matter between the Hirer and the Worker.

12. **Consumer Guarantees**

- (a) Consumer legislation in Australia including the Australian Consumer Law (**ACL**) in the *Consumer and Competition Act 2010 (Cth)* provides consumers with guarantees that cannot be excluded, restricted or modified (**Rights**). Similar consumer protection laws and regulations in other countries may provide consumers with similar guarantees.
- (b) If the User is a consumer as defined in the ACL, the following notice applies to the User from us: *"We guarantee that the Services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you wish the Services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates."*

12. **Intellectual Property**

- (a) All logos, slogans, content, designs, diagrams, drawings, graphics, images, layouts, appearance, videos, ideas, methods, databases, codes, algorithms, software, fees, pricing, notes, documents, domain names, confidential information, copyright, rights in circuit layouts (or similar rights), registered or unregistered trade marks, trade names, patent, know-how, trade secret and any other intellectual or industrial property whether such rights are capable of being registered or not (collectively **Intellectual Property**), including but not limited to copyright which subsists in all creative and literary works displayed on the Site and Services, the layout, appearance and look of the Site, together with any applications for registration and any rights to registration or renewal of such rights anywhere in the world, whether created before or after the date of these Terms and whether used or contained in the Site is owned, controlled or licensed to us (or our affiliates and/or third party licensors as applicable).
- (b) The User agrees that, as between the User and us, we own or hold the relevant licence to all Intellectual Property rights in the Site and Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property. The Intellectual Property, Site and Services are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary or industrial rights whether such rights are capable of being registered or not, and also may have security components that protect digital information only as authorised by [Company/Business name] or the owner of the content.
- (c) Some Intellectual Property used in connection with the Site and Services are the trademarks of their respective owners (collectively **Third Party Marks**).
- (d) Our Intellectual Property and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of us or the applicable trademark holder or Intellectual Property owner.
- (e) Users of the Site do not obtain any interest or licence in the Intellectual Property or Third Party Marks without the prior written permission of us or the applicable Intellectual Property owner. Users may not do anything which interferes with or breaches the Intellectual Property rights.

13. **User Licence**

- (a) Subject to these Terms, we grants the User a personal, non-exclusive, non-transferable, limited and revocable licence to use the Site and Services for the User's own personal and/or non-commercial use only on a computer or mobile device owned or controlled by the User as permitted in accordance with these Terms (**User Licence**), and not to use the Site and Services in any other way or for any other purpose, apart from local fair dealing legislation in accordance with the Copyright Act 1968 (*Cth*). All other uses are prohibited without our prior written consent.
- (b) The right to use the Site and Services is only licensed to you. You have no rights in the Site and Services other than for use in accordance with these Terms.
- (c) This Agreement and User Licence governs any updates to, or supplements or replacements for the Site and Services, unless separate Terms accompany such updates, supplements or replacements, in which case the separate Terms will apply.

14. **Permitted and Prohibited Conduct**

- (a) You are solely responsible for compliance with any and all laws, rules and regulations that may apply to its use of the Site and Services. In connection with your use of the Site and Services you may not and agree that you will not:
  - (i) use the Site or Services for any commercial or other purposes that are not expressly permitted by these Terms;
  - (ii) register for more than one Account or register for an Account on behalf of another individual and/or entity;
  - (iii) post any Review or upload any content (including but not limited to User Content) that is offensive, contains nudity or inappropriate language, contains racial or religious ranting or discrimination or defames another User, Profile or Listing;
  - (iv) submit any false or misleading information;

- (v) as a Worker, offer any Worker Services that you do not intend to honour or cannot provide;
- (vi) as a Hirer, make any offers to, or accept any offers from, a Worker that you do not intend to honour;
- (vii) violate any local, state, provincial, national, or other law or regulation, or any order of a court;
- (viii) copy, store or otherwise access any information contained on the Site and Services or content for purposes not expressly permitted by these Terms;
- (ix) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- (x) use the Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (xi) use the Site or Services in connection with the distribution of unsolicited commercial email, i.e. spam or advertisements;
- (xii) stalk or harass any other User or collect or store any personally identifiable information about any other User other than for the purpose of engaging a User on the Site in accordance with these Terms;
- (xiii) use, display, mirror or frame the Site, or any individual element within the Site, Services, our name, any of our trademarks, logo or other Intellectual Property, information, or the layout and design of any page, without our express written consent; or
- (xiv) advocate, encourage, or assist any third party in doing any of the foregoing.

#### 15. Content

- (a) The Site, Services, and Intellectual Property are protected by copyright, trademark, and other laws of Australia and international countries. You acknowledge and agree that the Site, Services and Intellectual Property, including all associated intellectual property rights are the exclusive property of us and our licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site and Services, or Intellectual Property.
- (b) You must not post, upload, publish, submit or transmit any content that:
  - (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - (ii) is fraudulent, false, misleading or deceptive;
  - (iii) denigrates us, the Site, Services, a Hirer, or a Worker;
  - (iv) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
  - (v) is defamatory, obscene, pornographic, vulgar, offensive, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
  - (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or
  - (vii) promotes illegal or harmful activities or substances.

#### 16. User Content

- (a) Users are permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**). By making available any User Content or any Intellectual Property on or through the Site and Services, the User grants to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content and Intellectual Property, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content and Intellectual Property, for the purpose of providing the Services.

- (b) The User agrees that it is solely responsible for all User Content and Intellectual Property that it makes available through the Site and Services. The User represents and warrants that:
  - (i) it is either the sole and exclusive owner of all User Content and Intellectual Property that it makes available through the Site and Services, or that it has all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content or Intellectual Property, as contemplated under these Terms; and
  - (ii) neither the User Content nor the posting, uploading, publication, submission or transmittal of the User Content or our use of the User Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other Intellectual Property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- (c) We may at our sole discretion remove any User Content that is offensive or in breach of these Terms.

#### 17. Disclaimers

- (a) We simply provide an online platform where Hirers and Workers are able to communicate but we do not provide any advice, endorsements, guarantees or recommendations.
- (b) We do not guarantee that Worker Services will be requested by any Hirers, nor do we guarantee that Hirers will be able to find desirable Workers or Worker Services.
- (c) We do not endorse any Hirer, Workers, Profile, Listing or Worker Services. We require Users to confirm that they have provided accurate information. We do not perform any sort of background or credential checks of Hirers and Workers, and do not confirm any Hirer or Worker's identity, Profile, Listing and/or Worker Services.
- (d) We cannot and do not control the content contained in any Profiles or Listings or the condition, legality or suitability of any Worker or Worker Services. Hirers are responsible for determining the identity and suitability of Workers that they contact via the Services and the Worker Services.
- (e) We accept no responsibility for and make no representations or warranties to Users or to any other person or entity as to the reliability, accuracy or completeness of the information contained on the Site. We disclaim any and all liability related to any and all Hirers, Workers, Profiles, Listings, and Worker Services.
- (f) We recommend all Hirers check the identification of the Worker prior to the provision of the Worker Services. We also recommend all Workers exercise due skill and care in verifying the identity of any Hirer prior to the provision of the Worker Services. In particular, we recommend that in the case of physical jobs which are performed in person, in contrast to online jobs which are performed remotely, that prior to provision or receipt of the Worker Services, Users undertake their own diligence with due care to verify the identity, trustworthiness and suitability of the other User.
- (g) By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against the Hirer or Worker or other third party who caused you harm. We encourage you to communicate directly with the relevant Hirer or Worker on the Site and Services regarding any communications or arrangements made and to resolve any dispute between each other.
- (h) To the fullest extent allowable under applicable law, we disclaim all warranties, representations and conditions, whether express or implied, including any warranties, representations and conditions that the Site or Services are merchantable, of satisfactory quality, reliable, accurate, complete, suitable or fit for a particular purpose or need, non-infringing or free of defects or errors.
- (i) You use the Site and Services at your own risk.
- (j) We exclude all express and implied conditions and warranties, except for the User's Rights, to the fullest extent permitted by law, including but not limited to:
  - (i) We expressly disclaim any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Terms;

- (ii) We do not warrant that the Site and Services or content on the Site (including pictures, videos, sound clips, resumes, links etc.) or the User's access to the Site or Services will be error free, that any defects will be corrected or that the Site, or the server which stores and transmits material to the User is free of viruses or any other harmful components;
- (iii) We take no responsibility for, and will not be liable for, the Site, the Services, the Hirers, the Workers and Worker Services being unavailable, of a particular standard of workmanship, failing to meet the Profile description, failing to meet the Listing description, failing to meet the User's needs, or being of less than merchantable quality; and
- (iv) We will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special, consequential and/or incidental, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal, bodily injury, death or emotional distress, loss of revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on the User's information systems or costs of replacement goods, or otherwise, suffered by the User or claims made against the User, arising out of or in connection with the Site and Services, content on the Site, inability to access or use the Site and the Services, any Profile, any Listing, and the Worker Services or the Terms, even if we were expressly advised of the likelihood of such loss or damage.

- (k) The User agrees not to attempt to impose liability on, or seek any legal remedy from us with respect to such actions or omissions.

#### 18. **Limitation of Liability**

- (a) Our total liability arising out of or in connection with the Site and Services or the Terms, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed one hundred dollars (AUD\$100).
- (b) The limitations of damages set forth above are fundamental elements of the basis of the bargain between us and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.
- (c) This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms are for our benefit.

#### 19. **Indemnity**

- (a) Each User agrees to defend and indemnify and hold The Job Mill (and its parent, related bodies corporate, officers, directors, contractors, employees and agents) harmless from and against any claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to the User's use of or access to the Services; any breach by the User of these Terms; any wilful, unlawful or negligent act or omission by the User; and any violation by the User of any applicable laws or the rights of any third party.
- (b) We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences.
- (c) This defence and indemnification obligation will survive these Terms and the User's use of the Site or Services. These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by the User, but may be assigned by us without restriction.

#### 20. **General**



- (a) **Accuracy:** While we will endeavour to keep the information up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
- (b) **Security:** We have implemented and will maintain security systems for the transmission of data, consisting of password protected login registration systems. We do not guarantee the security of the Site and Services and we will not be responsible in the event of any infiltration of our security systems. You acknowledge and agree that we are not and you are responsible for the security of data being transmitted on the Site or any other information.
- (c) **Termination:** We reserve the right to refuse supply of the Services required by you and/or terminate your Account at our convenience, and remove or edit content on the Site at our sole discretion, without incurring any liability to you. If we decide to terminate your Account, with or without notice to you, your Account will be deactivated, your password will be disabled and you will not be able to access the Site and Services, or your Account or your User Content.
- (d) **Fraudulent Activities:** You acknowledge and agree that, in the event we reasonably suspect that there are fraudulent activities occurring within the Site and Services, we reserve the right to immediately terminate any Accounts involved in such activities, contact the relevant authorities and provide all necessary information to assist in proceedings and investigations.
- (e) **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control.
- (f) **Notice:** Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email or post to the party to whom such notice is intended to be given or to such other address or email address as may from time to time be notified in writing to the other party.
- (g) **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of the Terms shall be effective unless we expressly state that it is a waiver and we communicate it to you in writing.
- (h) **Assignment:** You must not assign any rights and obligations under the Terms whether in whole or in part without our prior written consent.
- (i) **Severability:** If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (j) **Jurisdiction and Applicable Law:** These Terms, use of this Site, the App, the Services and any dispute arising out of any User's use of the Site, App or Services is subject to the laws of New South Wales, Australia, and subject to the exclusive jurisdiction of the New South Wales courts. The Site may be accessed throughout Australia and overseas. We make no representation that the content of the Site complies with the laws (including intellectual property laws) of any country outside Australia. If a User accesses the Site from outside Australia, it does so as its own risk and is responsible for complying with the laws in the place where they access the Site.
- (k) **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between us and each User, and supersede any prior agreement, understanding or arrangement between us and each User, whether oral or in writing.

**For questions and notices, please contact:**

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