

**Huski
(Trading)
Service Provider Terms and Conditions**

Scope of these Terms

1. These Terms govern your use of the Platform and the Service.

Acceptance of these Terms

2. By clicking the 'accept' button or by accessing and using the Platform, you acknowledge that you have read, understood and agree to be bound by these Terms.

What we do

3. Huski endeavours to provide Customers and Service Providers with the opportunity to find each other and enter agreements with each other for the provision of services. Huski is not the provider or user of those services nor a party to the contracts pursuant to which those services are provided.

Definitions

4. In these Terms:
 - a. **we, us, our** refers to Huski Holding Company Pty Ltd (ACN 644 036 984) trading as 'Huski Trades and Services';
 - b. **Account** means your digital account with us;
 - c. **App** means our mobile application;
 - d. **Customer** means an individual or an entity (including, but not limited to, a company, a partnership, an incorporated association, or a trustee) who uses and/or intends to use the Platform and/or the Service for the purpose of locating or identifying Service Providers;
 - e. **GPS Data** means the global positioning system data obtained from mobile devices used to access the Platform;
 - f. **GST** means goods and services tax as imposed by the *A New System (Goods and Services Tax) Act 1999 (Cth)*;

- g. **Platform** means our Website and our App, and for the avoidance of doubt, may, depending on the context, refer to either or both of those things;
- h. **Service** means the marketplace that we created to connect service providers with:
 - i. strata managers,
 - ii. property managers;
 - iii. property management offices;
 - iv. tenants;
 - v. owners;
 - vi. consumers;
 - vii. providers of related services (e.g. property service providers and trades);
- i. **Service Provider** means the trades and providers of services who use the Platform to offer their services;
- j. **Terms** means these terms and conditions (including any schedules);
- k. **Website** means [URL];

Use of the Platform and the Service

- 5. You must use the Platform in accordance with these Terms.
- 6. You may use the Service to identify opportunities with potential Customers.
- 7. You must not use the Platform:
 - a. for an unlawful purpose;
 - b. to commit a fraud or a dishonest act;
 - c. to engage in any offensive conduct;
 - d. to infringe any person's intellectual property rights;

- e. to interfere with the Platform's operation or security.
8. You must keep your Account login details secure and confidential.
9. If you become aware of, or suspect, any data breach, you must notify us immediately.
10. If you use a workplace email address or facilities to create or access your Account or to access the Platform, then you are solely responsible for ensuring that you comply with and represent and warrant that you comply with your workplace rules.
11. We agree not to restrict or remove your access to the Platform or close your Account unless:
 - a. you have breached and/or are in breach of these Terms;
 - b. we suspect that you have breached and/or are in breach of these Terms;
 - c. it is necessary, or we suspect it is necessary, to protect the integrity of the Platform.
12. We may change how the Platform and Service operates from time to time and this may affect its appearance, functionality, and stored information.
13. We do not perform any checks on the information provided by Customers about themselves.
14. You are responsible for making any inquiries and conducting any due diligence about a Customer.
15. You are not our agent and you are not authorised to enter into any contracts on our behalf or make any representations on our behalf.
16. You acknowledge that if you enter a contract with a Customer, we are not a party to that contract.
17. When you post information on the Platform for potential Customers to respond to, you warrant that the information contained in the posting is accurate, not misleading or deceptive, not defamatory, not offensive, does not infringe any person's intellectual property rights, is not discriminatory and otherwise complies with all applicable laws.

Insurance

18. You are responsible for obtaining and maintaining insurance to cover any potential liability you may have in relation to your business and your contract with the Customer.

Necessary licences, permits, and authorisations

19. You must not use the Platform or Service as a Service Provider unless you have all necessary licences, permits and authorisations to provide the services that you agree to provide, or may agree to provide, to a Customer.

Reviews

20. If we include a function on the Platform that allows Customers to rate Service Providers, we will not be liable for the ratings or any other content, submitted by Customers, in the course of using that function, and you acknowledge that the ratings may be unfairly unfavourable.

GPS Data

21. You agree that we may access, retain, and use the GPS Data that we collect from you and your staff.
22. We promise to make reasonable efforts to de-identify the GPS Data, except where it would compromise the Service.

Login credentials

23. You must keep your password confidential, even from us.
24. If you suspect that there has been an unauthorised use of the Service using your Account, or using your Account password, you must change your password immediately and contact us immediately.
25. You agree to indemnify us for any loss or damage we suffer that is caused by an unauthorised use of the Services via your Account.

Advertisements

26. We do not adopt any of the representations in the advertisements published on the Platform or make any representation about the goods or services advertised.

Links to third party content

27. By posting links to third party content, we do not make any representations as to the risk of using the link and you agree that you use the link at your own risk.

Editing information

28. We may vary, edit or remove any information on, including content uploaded to, the Platform, at any time:
- a. for any reason;
 - b. where we suspect the information may breach these Terms.

Fees & payments

29. You are liable to pay fees in accordance with Schedule 1.
30. You must provide accurate payment information when using our payment system. To the extent permitted by law, we are not liable for any loss or damage caused by your provision of incorrect information to our payment system, such as, but not limited to, incorrect delivery or payment information.
31. By completing your application, you agree to pay the outstanding fees that are displayed on our payment system from time to time.
32. You authorise us or our billing agent to process the payment for any and all fees due.
33. If there is a change to the fee payable by you, we will notify you using your nominated email address. The fee change will take effect from the date as notified in the correspondence. Any overpayments will be credited or refunded to your nominated bank account.
34. If your plan is cancelled or terminated, you will not be entitled to any refund of Fees that you paid to us.
35. If we are unable to successfully process a payment, then we may either give you an opportunity to update your payment details or notify you of the unsuccessful payment and cancel or restrict your access to the platform.

36. Our prices are in Australian dollars.

GST

37. All consideration payable under these Terms is stated exclusive of GST unless otherwise stated.

Disputes

38. Each party must continue to perform its obligations during the period of any dispute, except to the extent prevented by the nature of the dispute.

39. Each party must bear its own costs of the mediation.

40. A party must not commence any proceedings, other than an application for urgent interlocutory relief, until it has complied with the provisions of this clause 7.

Personal information

41. You acknowledge that to the extent permitted by law, we may disclose the information you provide to us to other users of the Service, as part of the Service, even if that information contains personal information and information that may identify you.

Liability

42. You indemnify us, and our directors, employees, and agents, against all loss caused by:

- a. your breach of:
 - i. these Terms;
 - ii. any law;
 - iii. a person's intellectual property rights;
- b. your fraud, negligence, misrepresentation, misleading or deceptive conduct;
- c. your use of the Platform;
- d. someone else's use of the Platform via your Account.

- e. your provision to us of incorrect payment information;
- f. your breach of a contract with a Customer.

Disclaimer

- 43. To the extent permitted by law and except as set out in these Terms, we exclude liability for any claims, losses, damage, cost or expense incurred by you in connection to your use of the Platform or the Service. We do not warrant that the Platform will be uninterrupted, error-free or free from viruses or harmful code.
- 44. To the extent permitted by law we exclude all representations and warranties, express or implied, including, but not limited to, those relating to fitness for a particular purpose.
- 45. You acknowledge that the Platform is provided "as is" and that we do not make any warranty or representation as to the suitability of the Platform or Service for any purpose.
- 46. To the extent permitted by law, we will not be liable to you for indirect and consequential loss arising from or connected to this agreement in contract, negligence or otherwise unless that loss arises as a result of our own negligence or wilful misconduct.
- 47. Our liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, negligence or otherwise.
- 48. The Service comes with guarantees that cannot be excluded under the Australian Consumer Law. You have rights under the Australian Consumer Law for major and minor failures. In addition to other entitlements, for a major failure you may be entitled to a refund or compensation for the reduced value of the service. For a minor failure, we may choose to provide you with a refund or re-supply the Service.
- 49. To obtain compensation, you will need to provide documentary evidence of the loss or damage suffered, and documentary evidence that such loss or damage was a reasonably foreseeable consequence of our failure to comply with a consumer guarantee under the Australian Consumer Law.
- 50. Our Platform and Service are only for use within Australia.

Intellectual property

51. The contents of the Platform are the intellectual property of us and our licensors, and you must not copy or reproduce them.
52. Any third party trade marks included in the Platform are subject to the rights of the third party and remain the intellectual property of the third party.
53. When you provide any information, data or content to the Platform, such as a profile or posting or you make available information, data or content to the Service, you grant us an irrevocable, perpetual, non-exclusive, royalty-free, worldwide licence to use, copy, adapt and sub-license that content for any purpose and you provide all necessary consents in relation to moral rights to enable us to do so. You warrant that you have the right to provide this licence and consent in relation to all such content.
54. The entire contents and design of the Huski Services Platform, including all trade marks, text, images and audio and video files, is proprietary to us or our content providers and is protected by copyright laws.

General

55. These Terms will be governed by and construed in accordance with the laws within each respective state that works are completed within Australia. By using our Platform and accepting these Terms you agree to submit to the exclusive jurisdiction of the courts having jurisdiction in that state and courts of appeal from them.
56. If any part of this agreement is found to be unenforceable due to illegality or public policy, the parties agree to sever or treat as severed as much of that part of the agreement as is necessary to have a valid contract, which will continue in full force and effect, and that any remaining provisions shall be interpreted as far as possible as was originally intended before the severance.
57. These Terms may be updated from time to time.
58. In the event that we update these Terms, we will notify registered users either by sending an email to your registered email address or by posting a message on the Platform which is accessible only by you.
59. The amended Terms will take effect from the time the email is sent or the message is posted.