

SubbieHub Terms Of Use

This Software as a Service Agreement (**Agreement**) is between Subbie Central Pty Ltd ABN 42 623 270 217 Trading as SubbieHub (referred to as **SubbieHub**) and the each individual or entity agreeing to this Agreement (referred to as **you** or **your**), collectively referred to as the **Parties** and each a **Party**. This Agreement governs the access to and use of the SubbieHub software (**Software**) and any related services made available to you (together with the Software referred to as **Services**). The Services are available on the website at www.subbiehub.com, www.subbiehub.com.au, www.subbiescorecard.com.au (**Sites**) and may become available via a SubbieHub mobile application (**App**).

1. ACCEPTANCE

- 1.1. This Agreement forms a binding legal agreement between the Parties. By using the Services, you agree to comply with and be legally bound by the terms of this Agreement. Please read this Agreement carefully. If you have any questions, you should contact SubbieHub using the contact details at the end of this Agreement.
- 1.2. You acknowledge and agree to this Agreement by: (i) registering your details; (ii) accessing or using the App, Sites or Services; or (iii) making part or full payment for the Services. If you do not agree to this Agreement, you should cease accessing or using the App, Services and Sites immediately. If you are agreeing to this Agreement on behalf of an entity, including but not limited to a company or other organisation, you represent and warrant that you have the power and authority to enter into agreements and bind such entity and act on behalf of any person who uses the Services (each a **User**, collectively referred to as **Users**).
- 1.3. Some Services may be subject to additional terms. Where applicable, such terms will be displayed prior to use of that Service or otherwise notified to you.
- 1.4. SubbieHub reserves the right to make changes to this Agreement at any time, effective upon the posting of the modified Agreement. SubbieHub endeavours to communicate these changes to you via email. It is your obligation to ensure that you (and each User where applicable) has read, understood, and agreed to the most recent Agreement available on the App or Sites.
- 1.5. Using the App, Sites or Services may be prohibited or restricted in certain countries. If you use the Services outside of Australia, you are responsible for complying with the laws and regulations of the country from which you access or use the Services.

2. ADDITIONAL TERMS AND CONDITIONS

- 2.1. This Agreement supplements and incorporates the privacy policy (**Privacy Policy**) and Website Terms of Use (collectively the SubbieHub **Policies**) as set out on the App and Sites.
- 2.2. Your use of the Services may be subject to additional terms as set out in clause 2.1 or otherwise notified to you by SubbieHub from time to time. The Services may involve the use of third-party products and services.
- 2.3. Other services may be available and accessible through SubbieHub and you are responsible for determining what services are suitable to your circumstances.

3. SOFTWARE AND SERVICES

- 3.1. The Software rights are completely and exclusively reserved.

4. ACCESS

- 4.1. By accessing and using the Services, You represent and warrant that:
 - 4.1.1. You are at least 18 years old;
 - 4.1.2. You have the right, authority and capacity to enter into this agreement;
 - 4.1.3. You will abide by all the terms and conditions of this agreement and all of SubbieHub's policies as posted on the Sites from time to time;
- 4.2. To access the Services you must:
 - 4.2.1. Complete a registration form as set out on the App or Sites (**Registration Form**) including name, contact details, business details and other related information as requested by SubbieHub (**User Information**). Upon completion of the Registration Form, SubbieHub will create a user account (**User Account**) for you or your organisation (as applicable). The User Account provides immediate access to the functionality of the system you have registered for;
 - 4.2.2. Access may be through the form of a link sent as an invitation via SMS or email from another User of the App, Sites or Services. By clicking on the link and interacting with the App, Sites or Services you are agreeing to the creation of a primary account (**Primary Account** together with the **User Account**, the **Account**) with immediate access to a limited functionality of the system. You agree to be bound by the terms of this agreement.
- 4.3. You can access and use the Services on any computer, mobile, tablet or other device which supports the App or Sites (**Device**). SubbieHub recommends you access the App and Sites using the recommended browsers as notified to you.
- 4.4. You are solely responsible for the input of data to your Account and any interactions with other users of the App, Sites and Services.
- 4.5. Your access and service level depends on the products and services you have applied for. You are solely responsible for choosing the products and services that suit your circumstances.

- 4.6. You warrant that all information You provide via the App, Sites or Services is true, accurate, current and complete, and You agree to maintain and promptly update such information to keep the information true, accurate, current and complete.
- 4.7. You are solely responsible for maintaining the confidentiality of your account credentials.

5. PROFILES

- 5.1. You may collect and store documents and information relating to you, your business or sub-contracting engagements within the SubbieHub services.
- 5.2. If you elect to share your profile information with another user for the purposes of simplifying data transfer, you acknowledge that you are responsible for managing and maintaining those linked accounts.
- 5.3. The user may elect to use subbie ratings as a means for your own internal ratings system. SubbieHub does not provide guidance or advice as to the appropriateness or application of any rating applied to a sub-contractor.
- 5.4. Certain features within the services allow users to nominate expiration dates, attach documents, collect notes, approve documentation, set reminders, and send notifications among other features. The User agrees to be solely responsible for the use, maintenance, application, and assessment of these features.
- 5.5. You authorise SubbieHub to send notifications and reminders to you and your subcontractors in accordance with your settings and instructions.
- 5.6. You understand that subcontractors may make representations to you about themselves via the site, or in other communications.
- 5.7. You are responsible for making your own decisions regarding the subcontractors that you engage with reference to the site.
- 5.8. SubbieHub does not guarantee and is not required to verify information submitted by a subcontractor, you are solely responsible for sighting submitted documentation and verifying any representation made by a subcontractor or another User.
- 5.9. SubbieHub has the right, but not the obligation, to use third-party verification services or other means to verify information on the site.
- 5.10. You hereby represent, understand and expressly agree that SubbieHub does not have control over, or assume any responsibility for, the quality, accuracy, or reliability of the information provided by any third-party verification service.
- 5.11. Where SubbieHub does make use of third-party verification services, this information will be displayed with the time and date stamp the third-party verified the information.

6. USER INTERACTIONS

- 6.1. The App, Sites or Services operate as a platform designed to connect Subcontractors with Hirers to conduct business between themselves.
- 6.2. SubbieHub agrees to provide the App, Sites or Services, by which a user can request documents and information from another User and/or create an invitation for work and invite subcontractors to review the invitation.
- 6.3. Where you receive requests or invitations to jobs, you are solely responsible for reviewing requests, any information you input, reviewing invitations, offering quotes for your services, provision of the services and invoicing for completed works.
- 6.4. Where you send requests or invitations and utilise job management services, you are solely responsible for the requests, invitations to work, accepting subcontractors quotes and/or invoices, monitoring performance of works and payment for completed works.
- 6.5. Hirer's and Sub-contractors are engaging in a direct commercial relationship and are solely responsible for the terms and conditions of that arrangement. SubbieHub will not be a party to that contract.
- 6.6. By using the App, Sites or Services, you agree that you will observe and comply with all regulations relating to the engagement of sub-contractors and/or subcontracting your services, including any applicable workplace laws.
- 6.7. By using the App, Sites or Services, you warrant that you have made yourself aware of the requirements under applicable workplace and occupational health and safety laws which may apply to the engagement between a Hirer and Sub-Contractor and/or subcontracting your services.
- 6.8. You understand and agree that SubbieHub:
 - 6.8.1. Has no control over and is not responsible for the acts or omissions of any users on or off the site.
 - 6.8.2. Makes no representation or warranty regarding the quality of any subcontractor, hirer or any other service provided by any users.
 - 6.8.3. Is not responsible for the accuracy or reliability of any information provided by any member on the site; and
 - 6.8.4. Takes no responsibility and has no obligation in contract or duty of care to manage or involve itself in any interactions between users or in respect of any subcontractor agreement.
 - 6.8.5. Does not participate in the interaction between the users, except to provide a technology platform to facilitate the interaction.
 - 6.8.6. Does not involve itself in the terms of a subcontracting agreement or the regulation of agreements made via the services.

7. 22 METRICS

- 7.1. The SubbieHub Services utilise a comprehensive, although not exhaustive, set of 22 metrics. The user acknowledges that these metrics provide a guiding framework to monitor and measure sub-contractor arrangements and does not guarantee compliance with any specific legislation.
- 7.2. The SubbieHub 22 metrics provide a generalised structure and do not constitute legal, financial, tax or accounting advice.
- 7.3. In providing the Services, SubbieHub relies upon and acts in accordance with your instructions and does not provide advice or guidance as to the suitability of those instructions. If professional advice is required you must contact your professional advisors for such advice.
- 7.4. Users should always seek independent advice from qualified professional advisors as to the relevance of the services to your business and your statutory obligations.

8. DATA

- 8.1. Any information you submit via the Services, including but not limited to business details, sub-contractor information, business transaction account information, or information otherwise collected by SubbieHub (collectively referred to as Data) will be stored in servers located in an Amazon data centre based in Sydney. SubbieHub will take reasonable steps and use industry standard procedures to ensure that Data is kept secure and confidential.
- 8.2. You grant SubbieHub a non-exclusive, royalty-free, fully paid, worldwide perpetual licence that is capable of being sub-licensed, in respect to all of Your copyright and other Intellectual Property rights subsisting in your Data in order to use, copy, transmit, reference, disclose or back-up your Data or otherwise for purposes including:
 - a) to enable you to access and use the Services;
 - b) for SubbieHub's administrative, support and training purposes; and
 - c) in accordance with this Agreement or as otherwise required for SubbieHub to provide the Services.
- 8.3. You represent and warrant that:
 - a) Any and all Data you submit via the Services are your sole and exclusive property or you have secured any and all authorisation and rights to use the Data as applicable under the relevant laws.
 - b) You will not infringe or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right of any third party, including other Users and SubbieHub.
 - c) Will not violate any law, statute, ordinance, or regulation including laws regarding anti-discrimination and false advertising.

- d) Will not violate the privacy, publicity, or other rights of third parties, including other Users and SubbieHub.
 - e) No copyrighted material of any third party can be posted on the Sites, unless the User has a license or other form of authority that permits them to do so.
 - f) You are responsible for complying with all laws and regulations regarding the use and disclosure of Data including but not limited to the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth) and any other requirements under Australian law.
- 8.4. Title to and all Intellectual Property rights in any Data you input into the Services remains your property. However, your access to the Data and continued use of the Services is contingent on payment of your Fees.
- 8.5. You acknowledge and agree that:
- a) SubbieHub is only acting as a platform facilitating the interaction of it's Users.
 - b) SubbieHub is not responsible for any corruption or loss of any Data if such corruption or loss is due to an act or omission by you, your employee(s), contractor(s), agent(s), or other third party;
 - c) SubbieHub makes no warranties(either express or implied) in relation to the Data;
 - d) SubbieHub reserves the right to reject or modify Data at its discretion.

9. SECURITY

- 9.1. SubbieHub has implemented and will maintain security systems for the transmission of Data consisting of encryption and "firewall" technologies that are understood in the industry to provide adequate security for the transmission of such information over the internet. These measures are intended to prevent unauthorised Data infiltration or security breaches. SubbieHub does not guarantee the security of any Data you store on your servers, or the servers of your contractors or your service providers.

10. PAYMENT

- 10.1. You agree to pay the Fees as set out on the Sites or the App.
- 10.2. In exchange for the services, You authorise SubbieHub to deduct from Your nominated bank account or credit card the Fees payable for the provision of the services.
- 10.3. You acknowledge and agree that if SubbieHub is unable to take payment, SubbieHub will attempt to contact you via email as soon as it becomes aware of

the payment failure. Until payment is confirmed, your Account will be locked and you will not be able to access or use the Software.

- 10.4. All amounts are stated in Australian dollars and unless otherwise stated, all amounts are exclusive of GST.
- 10.5. SubbieHub's pricing structure or payment methods may be amended from time to time at its sole discretion.

11. CANCELLATION AND TERMINATION

- 11.1. To terminate an Account, you must notify SubbieHub in writing, through the system or as otherwise instructed by SubbieHub of your intention to close your Account with 24 hours' notice.
- 11.2. Your Account will be terminated within two business days of SubbieHub's notification of your intention to terminate.
- 11.3. It is your responsibility to retrieve all necessary Data from your Account prior to termination.
- 11.4. SubbieHub may terminate this Agreement immediately, in its sole discretion, if:
 - a) you breach any of the terms of this Agreement and do not remedy the breach within 7 days after receiving notice of the breach if the breach is capable of being remedied;
 - b) SubbieHub reasonably suspects that you are attempting to reverse engineer the Software;
 - c) SubbieHub considers that a request for Services is inappropriate, improper or unlawful;
 - d) you fail to provide SubbieHub with clear or timely instructions to enable SubbieHub to provide you with the Services;
 - e) SubbieHub considers that the working relationship between the Parties has broken down including a loss of confidence and trust;
 - f) there is an Insolvency Event;
 - g) you fail to hold a valid ABN;
 - h) your account is inactive for a period of six months;
 - i) for any other reason outside SubbieHub's control which has the effect of compromising SubbieHub's ability to provide you with the required Services within a required timeframe.
- 11.5. On termination of this Agreement, SubbieHub may retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to this Agreement constitutes your authority for SubbieHub to retain or destroy documents in accordance with the statutory periods, or on termination of this Agreement.

12. YOUR OBLIGATIONS

- 12.1. You warrant that all information provided to SubbieHub is true, accurate and complete.
- 12.2. You acknowledge and agree that you are responsible for how you use the Services and that:
 - a) you use the Services at your own risk;
 - b) the Services will only be used for your own lawful personal or business purposes in accordance with this Agreement;
 - c) all usernames and passwords required to access the Services are kept secure and confidential;
 - d) if there is any unauthorised use of your passwords or any other breach of security, you will immediately notify SubbieHub of such activity;
 - e) it is your responsibility to determine that the Services meet your needs and are suitable for the purposes for which the Services are used;
 - f) you are responsible for obtaining any consents, licences, permits and permissions from other parties as required for the Services to be provided, at your cost, and for providing SubbieHub with the necessary consents, licences and permissions; and
 - g) the reliability of the Services is dependent upon each your Device operating system, internet connection and choice of web-browser.
- 12.3. You acknowledge and agree that you:
 - a) are authorised to use the Services and to access any Data, User Information or other information input into the Software or provided to SubbieHub as required for the Services; and
- 12.4. You may use the Software on behalf of others or in order to provide services to others but if you do so you must ensure that you are authorised to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to you.
- 12.5. SubbieHub is not responsible to any person or entity other than you and nothing in this Agreement confers, or purports to confer, a benefit on any other person or entity. If you use the Services on behalf of or for the benefit of any third party, you agree that:
 - a) you are responsible for ensuring that you have the right to do so;
 - b) SubbieHub does not warrant the fitness for purpose or suitability of the Software for such third party's purposes and third parties may not rely on SubbieHub for any purpose;
 - c) you are responsible for authorising any person who is given access to your Data, and you agree that SubbieHub has no obligation to provide any person or entity with access to such Data without authorisation from you and may refer any requests for access to the Data to you to address; and

- d) you will indemnify SubbieHub, on first demand, against any and all claims, expenses, liabilities or losses arising out of or in connection with SubbieHub's refusal to provide any persons with access to your Data in accordance with this Agreement and SubbieHub making Data available to any person with authorisation from you.
- 12.6. You remain solely responsible for complying with all applicable laws. It is your responsibility to ensure that the storage of and access to your Data via the Site and the App comply with laws which are applicable to you, including any laws requiring you to retain records of your Data.
- 12.7. You must have your own safeguards and back up processes in place to recover from any failures or loss of Data which might occur whilst using the Services and protect the confidentiality of your data with suitable management procedures, as you may see fit.

13. PROHIBITED USE

- 13.1. You acknowledge and agree that you will not:
- a) use the Services in any manner that is illegal or violates any applicable law or regulation;
 - b) attempt to circumvent or disable the Software or any technology features or measures in the Software by any means or in any manner;
 - c) attempt to modify, copy, adapt or reproduce the Software except as necessary to use it for normal operation;
 - d) attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software;
 - e) distribute, encumber, sell, rent, lease, sub-license, or otherwise transfer, publish or disclose the Software to any third party (except as permitted under this Agreement);
 - f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or used in connection with the Services;
 - g) use the App, Site or Services in any manner to aid in the violation of any third party Intellectual Property, including but not limited to another's copyrights, trade secrets and patents;
 - h) take any action that interferes in any manner with SubbieHub's rights with respect to the App, Site or Services;
 - i) attempt to undermine the security or integrity of SubbieHub's computing systems or where the Software, App, Site or any and all part of the Services is hosted by a third party, that third party's computing systems and networks;
 - j) use, or misuse, the App, Site or Services in any way which may impair the functionality of the App, Site or Services or other systems used to deliver the

Software or impair the ability of any other user to use the App, Site or Services;

- k) attempt to gain unauthorised access to any materials, other than those to which you have been given express permission to access, or to the computer system on which the Software is executed or Services provided; and
 - l) transmit or input into the App, Site or Software any files that may damage any other person's Devices or software, content that may be offensive or material or Data in violation of any law (including any content protected by copyright or trade secrets which you do not have the right to use).
- 13.2. Title, ownership rights and Intellectual Property rights in and to any content displayed on the App, Site or Services, or accessed through the App, Site or Services, are the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement gives you no rights to such content.
- 13.3. You acknowledge that any breaches of this clause may lead to termination of this Agreement.

14. PRIVACY POLICY

- 14.1. SubbieHub agrees to comply with the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines as amended from time to time, as set out in our Privacy Policy which is available on our Site.
- 14.2. You will be taken to have read the terms of the Privacy Policy when you accept the terms of this Agreement.

15. INTELLECTUAL PROPERTY

- 15.1. If you hold a current Account, SubbieHub grants you a personal, non-exclusive, non-transferable, limited and revocable licence to use any reports or related materials containing your Data generated from the Services for your personal or non-commercial purpose. All other uses are prohibited unless you obtain SubbieHub's prior written consent.
- 15.2. Title to, and all Intellectual Property rights in the App, Site or Services and any documentation relating to the Services remain the property of SubbieHub and its successors and permitted assigns. Your right to use such Intellectual Property is subject to the terms of this Agreement.
- 15.3. You grant SubbieHub a non-exclusive, worldwide, royalty-free, irrevocable licence to use any Intellectual Property which subsists in any materials you provide in connection with your Account or otherwise make available via the App, Site or

Services, including intellectual property rights, including copyright in any third party logos or other materials.

- 15.4. You grant SubbieHub a licence to use, copy, transmit, store, and back-up your information and data for the purposes of enabling you to access and use the Software and for any other purpose related to provision of Services to you and the performance of SubbieHub's obligations under this Agreement.
- 15.5. It is your responsibility to maintain copies of all Data which are inputted into the Software. SubbieHub will endeavour to prevent Data loss, including via Amazon backups, database copies and file storage, however, as the Software operates as a cloud-based service, provided through third parties, SubbieHub does not make any guarantees that there will be no loss of Data and does not represent or warrant that access to the Services, the Data or an Account will be available without interruption.
- 15.6. You acknowledge that SubbieHub may allow the providers of third-party applications to access any inputted Data as required for the interoperation of such third-party applications with the Software. SubbieHub is not responsible for any disclosure, modification or deletion of Data resulting from any such access by third-party application providers.

16. UPDATES, SUPPORT AND AVAILABILITY OF SERVICES

- 16.1. SubbieHub may issue updates to the Services (Updates) from time to time for the duration of this Agreement.
- 16.2. You acknowledge that SubbieHub has no obligation to provide you with any support for Updates to the Software, as agreed in this Agreement. SubbieHub may, from time to time, issue updated versions of the Software and the Software may automatically connect to SubbieHub or third-party servers via the internet to check for available Updates to the Software, and may either (1) automatically electronically update the version of the Software that you are using on your computer; or (2) give you the option of downloading it. By accessing the Software you agree to automatically request and receive Updates from SubbieHub or third-party servers. You consent to such automatic updating, and agree that the terms and conditions of this Agreement will apply to all such Updates.
- 16.3. The Software may contain automatic communications features which relay certain non-personally identifiable information to SubbieHub in connection with the operation of the Software. This information may include your Software settings and what version of the Software you are using. SubbieHub may use this information for research purposes including statistical analysis of aggregate customer behaviour.
- 16.4. SubbieHub can provide support to the User. If you require technical support, please contact SubbieHub using the contact details at the end of this Agreement.

- 16.5. Whilst SubbieHub intends that access to the Software via the Site and the App should be available on a full-time basis, it is possible that the Site or the App is unavailable to due to maintenance or other development activity.
- 16.6. Where possible, SubbieHub will endeavour to conduct any maintenance or development activity outside of business hours and peak usage times. Where significant maintenance or development is required SubbieHub will endeavour to provide notice in advance via email.

17. FEEDBACK AND DISPUTE RESOLUTION

- 17.1. Your feedback is important to SubbieHub. SubbieHub seeks to resolve your concerns quickly and effectively. If you have any feedback or questions about the Services, please contact any member of SubbieHub's staff or use the contact details at the end of this Agreement.
- 17.2. If there is a dispute between the Parties in relation to this Agreement, the Parties agree to the following dispute resolution procedure:
 - a) 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 Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (Initial Meeting).
 - b) If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties 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. The Parties must attend the mediation in good faith to seek to resolve the dispute.
- 17.3. Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under this Agreement, by law or in equity.

18. AUSTRALIAN CONSUMER LAW

- 18.1. Certain legislation including the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by SubbieHub to you which cannot be excluded, restricted or modified (Statutory Rights).
- 18.2. Nothing in this Agreement removes your Statutory Rights as a consumer under the ACL. You agree that SubbieHub's liability for Services provided to consumers is governed solely by the ACL and this Agreement. SubbieHub excludes all

conditions and warranties implied by custom, law or statute except for your Statutory Rights.

- 18.3. Except for your Statutory Rights, all material and work is provided to you without warranties of any kind, either express or implied, and SubbieHub expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- 18.4. If you are a consumer as defined in the ACL, the following applies to you: 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.

19. LIMITATION OF LIABILITY AND DISCLAIMERS

- 19.1. SubbieHub and the User agree that SubbieHub's liability for the Services provided via the App, Site or Services is governed solely by the Australian Consumer Law to the extent applicable, and this Agreement.
- 19.2. You acknowledge that whilst SubbieHub will take reasonable steps to ensure that the Services will be fit for the purposes as advertised, SubbieHub gives no guarantees that:
 - a) the Services will meet your requirements as the functionality of the Software is dependent upon configuration with the end user system and other components;
 - b) the App, Site or Services will work in each of your desired use case scenarios; and
 - c) the App, Site or Services can be executed on every operating system, as it is impossible to test each variant.
- 19.3. The Services use third party hosting services which are provided without any sort of warranties, and SubbieHub cannot ensure that these third party hosting services are provided free of defect or without interruption.
- 19.4. SubbieHub does not warrant that use of the App, Site or Services will be uninterrupted or error free. The operation of the App, Site or Services is dependent on public telephone services, computer networks and the internet, which can be unpredictable and may from time to time interfere with the use of the Services. SubbieHub accepts no responsibility for any such interference or prevention of your use of the Services.

- 19.5. You acknowledge and agree that while the information and materials provided on or via the App, Site or Services or otherwise provided to you by SubbieHub is provided in good faith on an “as is” basis, SubbieHub and its directors, officers, employees, contractors and agents, including any SubbieHub referral partners accept no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy, currency or completeness of the information in such materials or information generally contained or produced via the App, Site or Services. You are solely responsible for determining the suitability of any Services you rely on and information provided to you through the App, Site or Services at your own risk.
- 19.6. SubbieHub and its directors, officers, employees, contractors and agents, including any SubbieHub referral partners, makes no representations regarding, and accepts no responsibility for, the suitability, accuracy or legality of any forms or results produced by the Services. Further, SubbieHub assumes no obligation to notify you of any changes in the suitability, accuracy or legality of the forms or results produced by the Services including but not limited to the accuracy of sub-contractor compliance with any relevant legislation or the validity, legitimacy or scope of any documentation on the service.
- 19.7. You acknowledge and agree that any information, insight or guidance provided through the App, Site or Services is not an attempt to practise areas including finance, law, accounting or tax, to provide financial, legal, accounting or tax advice or act as a substitute for professional advice. Use of the App, Site or Services or materials provided via the Services does not establish any kind of fiduciary relationship.
- 19.8. All risk arising out of the use or performance of the Services remains with you. You understand and agree that the use of the Services, material or data downloaded or otherwise obtained through the use of the Services, is at your own discretion and risk and that you will be solely responsible for any infections, contaminations or damage to your computer, system or network. SubbieHub is not responsible or liable for delays, inaccuracies, errors or omissions arising out of your use of the Services, any third party software or operating system.
- 19.9. To the maximum extent permitted by applicable law, SubbieHub and its licensors disclaim all warranties, express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party intellectual property rights or lack of viruses, for the Software. In no event will SubbieHub or its licensors be liable for any consequential, incidental, indirect, special, punitive, or other damages whatsoever arising out of this Agreement or the use of or inability to use the Software, even if SubbieHub has been advised of the possibility of such damages.
- 19.10. The Software is not intended for use in the operation of medical instruments, water craft, military installations, warfare equipment, industrial control systems

and or SCADA systems and or robotic systems, surgical/medical application or equipment, artificial intelligence application or system, gambling/wagering system, and prototype, experimental or single product items, nuclear facilities, aircraft navigation or communications systems or air traffic control machines or any other machines in which case the failure of the Software could lead to death, personal injury or severe physical or environmental damage.

- 19.11. You acknowledge that SubbieHub may pursue any available equitable or other remedy against you as a result of your failure to ensure that each and every User complies with all provisions of this Agreement.
- 19.12. SubbieHub or its licensors' liability for breach of any of its obligations under this Agreement for the Services, or breach of any warranty implied by law, will be limited, to the extent permitted by law, to the total price paid for the Account to use the Services. SubbieHub's total liability to you for all damages in connection with the Services will not exceed the price paid by you under this Agreement for the Services. The foregoing limitations, exclusions and disclaimers will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
- 19.13. You acknowledge and agree that SubbieHub will not be liable for any non-compensatory damages including punitive, aggravated, multiple, exemplary, liquated or any other non-compensatory damages or the consequences of non-payment.

20. INDEMNITY

- 20.1. You will be liable for and agree to indemnify, defend and hold SubbieHub harmless from and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
 - a) any information that is not accurate, up to date or complete or is misleading or a misrepresentation;
 - b) any breach of this Agreement;
 - c) any misuse of the Services, from or by you, your employees, contractors or agents;
 - d) any breach of law, regulation or licence by you;
 - e) any claim brought by a third party against a Party arising out of the App, Site or Services;
 - f) any damage or loss arising from delay in processing or transferring funds not directly caused by any negligent act or omission of SubbieHub;
 - g) any claim by any third party that:
 - i. the grant, or exercise of any licence, of any Intellectual Property rights under this Agreement; or

- ii. the supply or use of the App, Site or Services, infringes the Intellectual Property rights of any person.
- 20.2. You agree to co-operate with SubbieHub (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the App, Site or Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given to SubbieHub.
- 20.3. The obligations under this clause will survive termination of this Agreement.

21. NOTICE

- 21.1. Any notice required or permitted to be given to you under this Agreement will be addressed to you at the email address provided by you on the Registration Form.
- 21.2. Any notice required or permitted to be given to SubbieHub under this Agreement must be addressed to SubbieHub using the contact details at the end of this Agreement.

22. RELATIONSHIP OF PARTIES

- 22.1. Neither Party is authorised to bind the other Party in any way without the prior written consent of the other Party.
- 22.2. The Parties acknowledge and agree that they will not seek to bind the other Party other than with the prior written consent of the other Party.
- 22.3. No independent contractor, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created between the Parties by your use of the site or services or by this agreement.

23. RIGHTS OF THIRD PARTIES

- 23.1. Any person or entity who is not a party to this Agreement has no right to benefit under or to enforce any of the terms of this Agreement.

24. ASSIGNMENT

- 24.1. This Agreement is personal to you. You must not assign or deal with the whole or any part of your rights and/or obligations under this Agreement without the prior written consent of SubbieHub.
- 24.2. Any purported dealing in breach of this clause is of no effect.

25. WAIVER OR VARIATION OF RIGHTS

- 25.1. Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right.
- 25.2. A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

26. POWERS, RIGHTS AND REMEDIES

- 26.1. Except as expressly stated to the contrary in this Agreement, the powers, rights and/or remedies of a Party under this Agreement are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to this Agreement or any other person.

27. FORCE MAJEURE

- 27.1. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control (**Force Majeure**), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs and work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party or its employees, officers, agents or affiliates.

28. CONSENTS AND APPROVALS

- 28.1. Where this Agreement provides that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Agreement, that Party may in its absolute discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.

29. FURTHER ASSURANCE

29.1. Each Party must from time to time and in a timely manner do all things reasonably required of it by another Party to give effect to this Agreement.

30. ENFORCEABILITY

30.1. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.

31. ENTIRE AGREEMENT AND UNDERSTANDING

31.1. The date of this Agreement is the date that this Agreement is accepted by you.

31.2. In respect of the subject matter of this Agreement:

- a) this Agreement contains the entire understanding between the Parties; and
- b) all previous oral and written communications, representations, warranties or commitments are superseded by this Agreement and do not affect the interpretation or meaning of this Agreement.

32. GOVERNING LAW AND JURISDICTION

32.1. This Agreement is governed by the laws of New South Wales and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.

33. DEFINITIONS

33.1. **Insolvency** Event means the occurrence of any of the following events in which a Party:

- a) is unable to pay its debts as they fall due;
- b) makes or commences negotiations with a view to making a general rescheduling of its indebtedness, a general assignment, scheme or arrangement or composition with its creditors;
- c) takes any corporate action or any steps are taken or legal proceedings are started for:
- d) iii. its winding-up, dissolution, liquidation or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by the other Party (which approval will not be unreasonably withheld); or

- e) iv. the appointment of a controller, receiver, administrator, office manager or trustee; or
- f) (d) seeks protection or is granted protection from its creditors, under any applicable legislation.

33.2. **Intellectual Property** includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names or internet domain names.

For any questions or notice, please contact SubbieHub at:

Subbie Central Trading As SubbieHub Pty Ltd ABN 42 623 270 217

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