

**TRADE HEROES
TERMS AND CONDITIONS OF USE OF APP (EULA)**

BETWEEN:

TRADE HEROES PTY LTD (ACN 642 979 020) (“Trade Heroes”, “We”, “Us”)

And

The App User (“You”, “User”)

RECITALS

- A. Trade Heroes is the owner and provider of the Trade Heroes smartphone applications and / or website (the “Application”), being a phone application and / or online portal used by the User to source Tradies which have signed up with Trade Heroes to provide trades services to users.
- B. The application allows users to contract third party Tradies and provide reviews on their goods and services.
- C. Trade Heroes owns all of the intellectual property in the Application.
- D. The Application assists Users with the sourcing of Tradies – after which time the User liaises directly with the Tradey to arrange quotes, attendances at Worksite, scheduling of services and payment for goods and services. The Application is merely an advertising and introductory platform allowing for the Tradies to be rated by users.
- E. Trade Heroes will provide the Application and the related services on the terms and conditions of this Agreement.
- F. The User agrees and acknowledges any contract for services or products initiated through the Application is a contract between the User and the Tradey and Trade Heroes is merely providing a service as an introducing party / providing a platform to make connections between the parties.

AND THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Account means an Account created with Trade Heroes by You. An Account is created by registering with Us and agreeing to this Agreement.

Application means the Trade Heroes smartphone, website and internet web based applications to which this Agreement relates and any related applications and integrated services offered by Us.

Booking means each booking for a Service made by You via the Application, being for a particular Service from a Tradey;

Carrier means any Tradey of broadband, telecommunications, or mobile telecommunications services that You, Trade Heroes or the Tradey use.

Device means any device which can utilise the Application or is used to access the Application and includes computers;

Service Fees means the fees and charges payable by You to the Tradey in exchange for the Tradey providing the Services to You as agreed between You and the Tradey and excludes GST unless otherwise expressly noted;

Force Majeure Event means and includes without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, computer, telecommunications, Internet Service Provider or hosting facility failures or delays involving hardware, software or power systems not within Our possession or reasonable control, unplanned maintenance and network intrusions or denial of service attacks;

GST means Goods and Services Tax;

Information means the information provided by You in Your application for an Account and information provided by You through Your use of the Application, as well as information within the Application provided by the Tradies such as descriptions of their services, contact details and / or their relevant fees;

ISP means Internet Service Provider;

Privacy Policy means our privacy policy which can be found at www.tradeheroes.com.au/privacy

Tradey means the Tradies, who provide the Services to the User via the Application, on such terms as are agreed directly between the User and the Tradey;

Services means any one or more of the products and / or services offered by a Tradey from time to time;

Supported Mobile Platforms means those platforms which can support the Application and subject to variation from time to time;

Supported Browser Versions means those browser versions which can support the Application and subject to variation from time to time;

Term means the term of this Agreement, which shall be from the date of acceptance of this Agreement (requiring creation of an Account) until such time as the Application is deleted from the User’s Device and the Account is deactivated;

User means You, the user of the Application;

We, Us and Our means Trade Heroes Pty Ltd.

Website means Our website which can be found at www.Tradeheroes.com.au

Worksite means the location the Services are to be provided.

2. YOUR ACCOUNT

2.1 Opening an Account

If We provide the ability for You to hold your own Account / login to the Application, You may become a registered User at your will, subject to acceptance of this Agreement, by downloading the Application, and creating an Account.

If We do not require an Account, You may still use the Application in accordance with this Agreement.

By installing the Application onto a Device, You are deemed to have accepted this Agreement and You confirm that you are eligible for an Account as per clause 2.3 of this Agreement (if an Account is required).

2.2 User Name and Password

You must not allow third parties to access your Account and You must not share your user name and password with any third parties.

You will be responsible for all activities that occur with your Account, as if such actions have been completed by You, and therefore you should keep your password confidential. Any persons that You allow to use Your Account will be deemed to have Your authority at all times and You will be liable absolutely for their actions in relation to Your Account and the Application.

2.3 Eligibility for Account

You must be over the age of eighteen (18) years of age to be eligible to be a User and / or hold an Account.

2.4 Term of Agreement

This Agreement will remain in full force and effect between Us and You (and any of Our and Your successors and / or assigns) for the Term.

We have the right to terminate this Agreement, or suspend or terminate your access to the Services / Application, immediately effective upon sending notice to you at the email address you provide in your Account, if you have defaulted in relation to this Agreement. We may also send you a push notification and / or text message in addition to the email notice.

Upon termination of this Agreement, Your Account and right to access and use the Services and Application will terminate immediately. You agree that We will have no liability to You for any costs, losses, damages, or liabilities arising out of or related to our termination of this Agreement, providing that such loss or damage has not resulted from Our breach of this Agreement or Our negligent acts or omissions.

2.5 Fees

- (i) The Application download is free and use of the Application with the Account is free, subject to the following conditions in this clause 2.5;
- (ii) You will pay the Service Fees direct to the Tradey at all times;
- (iii) We provide no guarantee of Service Fees and We cannot assist with any dispute with the Tradeys regarding their Service Fees; and
- (iv) You agree and acknowledge any information in the Application regarding Service Fees has been provided by the Tradey and We do not represent or guarantee the same is accurate.

2.6 Account Information

If You hold an Account, You warrant that any information provided by You in the course of applying for an Account and in the course of using the Application, is current, complete and accurate. You must maintain and update all information provided to Us and ensure that such information is current at all times. You must not register as a User under false identities or personas. You agree that We may store and use Your information in accordance with our Privacy Policy and the terms and conditions of our Privacy Policy form part of this Agreement.

2.7 Security of Account Information

You are responsible for keeping Your Account, sign-in, information, including your passwords, secret questions and other personal information secure. Without limiting the foregoing, you agree:

- (a) Not to permit any other person to use Your Account details;
- (b) You agree to notify Us immediately of any unauthorised use of your user name or password or if you believe that a password linked to Your Account is no longer confidential;
- (c) We reserve the right to require you to alter your user name and/or password if We believe that your Account is no longer secure; and
- (d) We shall not be responsible for any losses arising out of the unauthorised use of your Account.

2.8 Electronic Communication

We will communicate with You via electronic means to the email address provided for your Account, or by SMS to your nominated mobile phone number. For contractual purposes, You:

- (a) Consent to receive communications from Us in an electronic form;
- (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in hardcopy writing;
- (c) must ensure you take all necessary precautions to ensure Our electronic communication is received by You, including but not limited to editing spam filtering rules or adding Us as a trusted email source.

The foregoing does not affect your non-waivable rights.

2.9 Terminating Your Account – by Us

We may, at Our sole and absolute discretion, suspend Your ability to use the Application or Your Account or may terminate this Agreement effective immediately and without notice to you if you cause a material breach to this Agreement, including, but not limited to:

- (a) We reasonably believe that there is fraudulent and / or illegal activity related to your Account (including, but not limited to) the misuse of the Application location settings;

- (b) We have been informed by any government or related agency that the Services should not be provided to You; or
- (c) We believe, acting reasonably, You have violated or acted inconsistently with the letter or the spirit of this Agreement.

We reserve the right to modify, suspend, or discontinue the Application or Services (or any part or content thereof) or cease allowing you access to the Application at any time with or without notice to You, and We will not be liable to You or to any third party should we exercise such rights.

2.10 Terminating Your Account – by You

Should you wish to terminate this Agreement you may deactivate your Account and delete the Application from your Device at any time.

2.11 Reactivating a Suspended or Terminated Account

After any suspension or termination of your Account, You may be required to respond to an authenticating message to reactivate your Account. You agree that We will not be liable to You for any termination of this Agreement or for any restricted access to the Application or Services, provided that We have acted reasonably in the circumstances.

3. APPLICATION USE

3.1 Requirements for Use of the Application

In order to use the Application You will require:

- (a) Acceptance of this Agreement; and
- (b) The Application installed on a compatible Device (in doing so accepting Apple's & Google's respective standard EULAs for the iTunes App Store and Google Play respectively).

3.2 Quality / Suitability of Application

We give no warranty or undertaking as to the quality or suitability of any Devices or ISPs.

3.3 Availability of Application

You acknowledge and agree that the availability of the Internet and your ability to use the Application is on an "AS IS" and "AS AVAILABLE" basis. You acknowledge availability of web-based services is not guaranteed. We are not responsible for any limitations of the Internet or the service provided by Your ISP, Our ISP and / or the Tradey's ISP. In the event Your ISP fails to deliver any communication to Us or the Tradey, in a timely fashion, due to, but not limited to, ISP issues, Internet issues, mobile network failure or non-compatibility of your Device with the Application, you acknowledge and agree that We shall not be liable for any loss or damage. In addition and without limiting the foregoing in no event will We be liable for any error by You in using the Application.

You acknowledge that:

- a) we do not warrant that the ISP used by Us, You or the Tradey will be uninterrupted or error-free;
- b) we cannot guarantee a timeframe for restoration of any internet service, should it fail; and
- c) we are not liable to you for any loss or damage you may suffer as a result of using the Internet to send or receive Information which may contain viruses or other harmful software.

3.4 Upgrading and Modification of Services

We reserve the right, in Our sole discretion, to modify the Services and / or list of Tradies from time to time without notice to You. Such modifications may include removing, adding or modifying the Services or Tradeys. We shall have no liability to You for any modification or discontinuation of any data within the Application providing that such loss or damage has not resulted from Our breach of this Agreement or Our negligent acts or omissions. Continued use of the Application following any such changes shall indicate your acknowledgment of such changes and satisfaction with the Application as so modified.

You agree and acknowledge that as each enquiry in the Application is made by You, only the active Tradies who have the ability to assist you with the Services will be shown.

3.5 Supply of Application

- (a) We do not guarantee, represent, or warrant that your use of the Application will be uninterrupted or error-free, and You agree that from time to time we may remove the Application for indefinite periods of time, or cancel the Application at any time, without notice to you for maintenance or other reasonable issues. Any Bookings created by You will still be capable of completion by the Tradey irrespective of the availability of the Application, provided the Booking is confirmed. In this regard, the Tradey may contact You directly and not via the Application if it is not accessible for any reason whatsoever.
- (b) We will use commercially reasonable efforts to make the Application generally available 24 hours a day, 7 days a week, except for planned downtime (of which We shall endeavour to provide notice via the Application and which We shall schedule to the extent reasonably practicable outside of normal business hours, subject to any Force Majeure).
- (c) The Application is to assist You with sourcing third party Tradies with whom we have a commercial arrangement. You are responsible for booking any Services and for paying for the Fees. The Tradey is responsible for providing the Services to you in a timely and a tradesmanlike / professional manner.
- (d) We do not give any undertaking or warranties regarding Tradies that may be involved with the Application.
- (e) We welcome feedback in relation to the Tradies, including reviews via the Application.
- (f) Whilst we endeavour to ensure Tradies are of a suitable standard, we cannot guarantee their products or services will be as described or error or defect free. You agree and acknowledge that any Services purchased by You via the Tradey create a contractual arrangement between You and the Tradey and We are not liable to You in contract, negligence, tort or any other way whatsoever, unless required by law.

3.6 Technical Support

You are entitled to standard support from Us consisting of online support services, as outlined at

www.Tradeheroes.com.au/support

This relates to the use of the Application only, such as reporting of bugs, and is not related to the Services.

4.1 USE OF THE APPLICATION

1.1 Content Availability

We reserve the right to change content options (including eligibility for particular features) without notice.

1.2 Usage Rules

- (a) You shall use the Application and your Account in compliance with the usage rules in this clause 4 and in accordance with this Agreement.
- (b) We reserve the right to modify this Agreement at any time.
- (c) You shall not access or attempt to access an Account that you are not authorised to access.
- (d) Violations of system or network security may result in civil or criminal liability.

1.3 Third-Party Materials

Services available via the Application will be provided by third parties and We may provide links to third-party websites as a convenience to You.

You agree that We are not responsible for examining or evaluating the content or accuracy of any third-party information. You hereby release Us from any and all liability or responsibility resulting from any third-party Services or Website(s), or for any other materials, products, or services of third parties which you may use.

You agree that You will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that We are not in any way responsible for any such use by You.

1.4 Intellectual Property

- (a) Trade Heroes owns and / or licenses all proprietary and intellectual property rights in the Application (including text, graphics, logos, icons and sound recordings) and other material underlying and forming part of the Application and no term of this Agreement shall be treated as vesting, transferring or otherwise parting with possession or ownership of any of those said rights at any time.
- (b) You may not without Our prior written permission (which may be withheld at our absolute discretion), in any form or by any means reproduce, copy, adapt, distribute, display, print, perform, publish or create derivative works from any part of the Website or Application or commercialise, copy, or on-sell any information, or items obtained from any part of the Website or Application.
- (c) You agree that the Application, including but not limited to domains, products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used in the Application to implement the Services, contains proprietary information and material that is owned by Us, and is protected by applicable intellectual property and other laws, including but not limited to copyright.
- (d) You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Application in compliance with this Agreement. No portion of the Application or Website may be reproduced in any form or by any means, except as expressly permitted in these terms, or allowed in writing by Us. You agree not to exploit the Application in any unauthorised way whatsoever.
- (e) Notwithstanding any other provision of this Agreement, We reserve the right to change, suspend, remove, or disable access to the Application, content, or other materials comprising a part of the Application at any time without notice. In no event will We be liable for making these changes. We may also impose limits on the use of or access to certain features or portions of the Application, in any case and without notice or liability.
- (f) All copyrights in and to the Application (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Us and We reserve all our rights in law and equity.
- (g) You agree that the use of the Application, except for use of the Application as permitted in this Agreement, is strictly prohibited and infringes on the intellectual property rights of Trade Heroes and others and may subject You to litigation, including possible monetary damages, for copyright infringement.
- (h) Any of our trading names, trademarks, service marks, graphics, and logos used in connection with the Website and / or Application are trademarks or registered trademarks of Ours in Australia and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Application or Services may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

1.5 License to Use Application

- (a) The Application made available through Us is provided to You under a license and is not sold to You. Your right to use the Application that you obtain through Us is subject to your prior acceptance of this Agreement in its entirety. We reserve all rights to the Application not expressly granted to you under this Agreement. Your use of the Application is deemed acceptance of this Agreement.
- (b) Subject to the terms of this Agreement We grant to you a non-transferable, non-exclusive, royalty-free, fully paid, license (without the right to sublicense) to install and execute the Application.
- (c) The license described herein shall terminate upon termination of this Agreement, howsoever caused.

1.6 Scope of License

This license granted to you for the Application by Us is limited to a non-transferable license to use the Application on any Supported Mobile Platforms and / or Supported Browser Versions as applicable that You own or control and as permitted pursuant to this Agreement. This license does not allow You to use the Application on any Device that You or a User does not own or control, and except as provided in the Usage Rules, you may not distribute the Application.

1.7 Restrictions

The rights granted to you in this Agreement are subject to the following restrictions:

- (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party;
- (b) you shall not modify, copy, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Application or support others' attempts, to circumvent, reverse engineer, decrypt, break or otherwise alter or interfere with the Application;
- (c) You must not access the Application in order to build a similar or competitive product or service;
- (d) You must not access any re-engineering code or source code of the Application;
- (e) except as expressly stated herein, no part of the Application may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means;
- (f) Any future release, update, or other addition to functionality of the Application provided by Us (if any) shall be subject to the terms of this Agreement unless We expressly states otherwise;
- (g) You shall preserve all copyright and other proprietary rights notices on the Application and all copies thereof;
- (h) If You sell your Device to a third party, you must remove the Application from the Device before doing so;
- (i) You agree that We shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Applications any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You relating to the Services, Tradies or Applications and hereby waive any claim to copyright of those ideas;
- (j) The terms of this license will govern any upgrades provided by Us that replace and/or supplement the original Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will prevail.

1.8 Consent to Use of Information

You agree that We may collect and use technical Information and related information—including but not limited to technical information about Your Device, system and Application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to You (if any) related to the Application. We may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide Services or technologies to You and this information will at all times be held and / or used in accordance with our Privacy Policy.

2. SERVICES

You agree and acknowledge that the Services are provided by third party Tradies, not affiliated with or related to Us, and the provision for the Services is outside of Our control.

Whilst we make reasonable endeavours to verify the Tradey is a fit and proper person to provide the Services, and we have commercial arrangements between us and the Tradies, we cannot and do not control these third parties and you agree and acknowledge that you will make your own enquiries as to the suitability of the Tradey for the Services requested in the Booking, including considering whether they are registered and / or insured.

We cannot warrant and We make no representations as to the quality of the Services or the Tradey, however any feedback provided via the Application will be considered by Us and may instigate the review of a Tradey at our discretion.

3. FEEDBACK AND RATINGS

The Application allows You to provide feedback and ratings for the Tradey, pertaining to the Tradey and the Services. The Tradey is also asked to provide feedback on You and rate you as the customer. We may or may not share this feedback with either party at our absolute discretion, and we may de-identify the said feedback as we see fit for training and feedback purposes.

Any feedback from Tradies resulting in consistent poor ratings of You may result in your Account being deactivated in our absolute discretion, subject to notice being provided to You and You being given the opportunity to respond. Any gross misconduct or criminal activity on Your part will result in an immediate suspension on Your Account.

We may assist the Tradey and You in liaising with each other to discuss any feedback at our discretion.

4. WARRANTIES

You warrant that you have the legal right and authority to enter into this Agreement and to perform your obligations under this Agreement. You also warrant that any information provided by You is true and correct at all times.

5. ACKNOWLEDGEMENTS

- (a) You acknowledge that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, We give no warranty or representation that the Website/App will be wholly free from defects, errors and bugs.
- (b) You acknowledge that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, We gives no warranty or representation that the Website/App will be entirely secure and take own security precautions.

- (c) You acknowledge that the Website/App are designed to be compatible only with the Supported Mobile Platforms and Devices and We do not warrant or represent that the Application will be compatible with any other software or systems.

6. FORCE MAJEURE EVENT

- (a) If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- (b) A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
 - (i) promptly notify the other; and
 - (ii) inform the other of the period for which it is estimated that such failure or delay will continue.
- (c) A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

7. MONITORING

You acknowledge that we may actively monitor the use of Application.

8. INFORMATION MINING

You must not conduct any systematic or automated Information scraping, Information mining, Information extraction or Information harvesting, or other systematic or automated Information collection activity, by means of or in relation to the Application.

9. HARMFUL SOFTWARE

- (a) We will make best endeavours to ensure the Application and Website and any electronic communication from Us is virus free, but we cannot guarantee the same and You agree and acknowledge that You must have up to date virus protection programs in place to afford You the best protection while using the same.
- (b) You must not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

10. TERMINATION

The Agreement is effective until terminated by You or Us in accordance with this Agreement, whichever occurs sooner. Your rights under this Agreement will terminate automatically without notice from Us if You fail to comply with any terms of this Agreement. Upon termination of the license, you shall cease all use of the Application.

11. LIMITATION OF LIABILITY

- (a) You agree and acknowledge that Trade Heroes is acting merely as an introductory party between You and the Tradey, providing the Application for convenience. Trade Heroes cannot be held liable for the Tradey's use of your Information, their provision of the Services or other factors pertaining to the contractual relationship between You as customer and the Tradey as supplier.
- (b) Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- (c) Subject to there being no negligence on our part, we shall not be liable to You in respect of:
 - (i) any loss of profits or anticipated savings;
 - (ii) any loss of revenue or income;
 - (iii) any loss of business, contracts or opportunities;
 - (iv) any loss or corruption of any Information or Customer Information; or
 - (v) any special, indirect or consequential loss or damage.
- (d) To the extent not prohibited by law, in no event shall We be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of Information, business interruption, or any other commercial damages for your use of the Application, Services or transactions you enter into or losses, arising out of or related to your use or inability to use the Application, however caused, providing that such loss or damage has not resulted from Our negligent acts or omissions.
- (e) In no case shall We, our directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of the Application or for any other claim related in any way to your use of the Application, including, but not limited to, any errors or omissions in any content or transaction, or any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via the Application, even if advised of their possibility providing that such loss or damage has not resulted from the Our negligent acts or omissions.
- (f) We shall use reasonable efforts to protect Information submitted by you, but you agree that your submission of such Information is at your sole risk. We will comply with our Privacy Policy, however We shall only be liable to You for Our negligent acts or omissions.
- (g) If We fail to comply with any term of this Agreement, or are negligent, You may be entitled to recover compensation for any costs suffered. However, whilst You acknowledge that We accept liability for any losses required by law, We shall not be required to compensate You or any third party for any loss caused by anything beyond our reasonable control and therefore:
 - (i) as We have no control over the Information which can be transmitted by You or Tradies and We do not examine the use to which You put into the Application or the nature of the Information You or the Tradey are sending or uploading, We exclude all liability of any kind for:

- a. the transmission or reception of any Information through the Application or accuracy or quality of any such Information;
 - b. any Information or any other material published or otherwise made available by You / User or any other person through the Site or Application;
 - c. the terms of any contract or other agreement concluded between You / User and any other subscriber;
- (ii) We shall not be liable whether in contract, tort or otherwise for the acts or omissions of other Tradies of telecommunications services or for faults in or failures of their or Your ISP or Device.

12. DISCLAIMER

We and our affiliates make no warranties, express or implied, with respect to content codes, allowances, the Website or the Application, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. You expressly understand and agree that:

- (a) Advertisements appearing on the Website or within the Application do not constitute a recommendation or endorsement of the advertised product or service by Us and We are not responsible for any representation made in connection with such advertisements.
- (b) While we have systems in place to reduce the risk of credit card fraud, We are not responsible for protecting You from credit card fraud.

13. INDEMNIFICATION

- (a) By using the Application, You agree to indemnify and hold Us, our directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising:
 - (i) out of a material breach of this Agreement; or
 - (ii) Your use of the Application; or
 - (iii) any action taken by Us as part of our investigation of a suspected violation of this Agreement; or
 - (iv) as a result of our finding or decision that a violation of this Agreement has occurred.
- (b) This means that you cannot sue or recover any damages from Us, Our directors, officers, employees, affiliates, agents, contractors, and licensors as a result of our decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your Account, or to take any other action during the investigation of a suspected violation or as a result of Our conclusion that a serious violation of this agreement has occurred.
- (c) You agree to indemnify and hold harmless Us and Our agents, employees, representatives, licensors, affiliates, officers from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable legal fees and court costs) resulting or arising from any third-party claim, providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligence act, omission, in connection with:
 - (i) any information You submit or transmit through the Application; or
 - (ii) Your use of or access to the Services; or
 - (iii) Your breach of this Agreement; or
 - (iv) Your violation of any rights of any third party, or
 - (v) Any viruses, trojan horses, worms, time bombs, cancel bots, spyware or other similar harmful or deleterious programming routines input by You into the Application or Webpage.

14. PRIVACY

Except as otherwise stated in this Agreement, this Agreement and the use of the Application and Your details are subject to Our Privacy Policy which can be viewed at <http://www.Trade Heroes.com.au/Privacy>

15. GENERAL PROVISIONS

15.1 Changes to Terms and Conditions

We may update this Agreement from time to time and any changes will be notified to you via the e-mail address provided by you in your Account or via a suitable announcement within the Application, such as a pop up or link to the new terms upon request or creation of a Booking. The changes will apply to the use of the Application after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Application. If you continue to use the Application after the date on which the change comes into effect, your use of the Application indicates your agreement to be bound by the new terms and conditions.

15.2 Partial Invalidity

If any provision of this Agreement becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions which shall continue in full force and effect.

15.3 Governing Law

This Agreement is governed by the laws of Western Australia. You submit to the non-exclusive jurisdiction of the Courts of Western Australia and respective states or territories where accounts are maintained or orders transacted.

15.4 Jurisdiction of Use

The Site and Application is targeted at Australian Users only. If You are not a resident of or residing in Australia at the time of the use of the Application, You must not use the Application.

15.5 Entire agreement

This Agreement supersedes all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of this Agreement.

