

## TERMS OF USE

Last updated on 13 November 2020.

These terms of use (**Terms**) govern your use of the HooHaz mobile and web application (together, the **Platform**) and any other services made available through the Platform. By using the Platform, you agree to be bound by these Terms which form a binding contractual agreement between you, the user of the Platform (**you** or **User**) and us, MAMKO PTY LTD ABN 77 623 662 420 (**HooHaz, we** or **us**).

**PLEASE CAREFULLY READ THESE TERMS INCLUDING THE DISCLAIMER AT CLAUSE 1.13. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE PLATFORM.**

We may change these Terms at any time by updating this webpage, and your continued use of the Platform following such update will represent an agreement by you to be bound by the Terms as amended.

The Platform is a passive medium that facilitates the introduction of:

- users of the Platform who are or represent providers of goods hire services or similar Hirers, who post listings on the Platform (**Hirers**); and
- users of the Platform who are seeking goods hire services or similar services (**Hirees**).

The remainder of these Terms are divided into three parts:

- Part 1 (**General**), which sets out terms that apply to all Users, including Hirers and Hirees;
- Part 2 (**Hirers**), which sets out further terms that apply to Hirers; and
- Part 3 (**Hirees**), which sets out further terms that apply to Hirees.

If you access or download our mobile application from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement and any Usage Rules set out in the App Store Terms of Service. If you access or download our mobile application from the Google Play Store, you agree to the Google Inc. Terms and Conditions including the License Agreement and Terms of Application.

### PART 1: ALL USERS

#### 1. GENERAL

##### 1.1 ELIGIBILITY

- (a) This Platform is not intended for use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent that you are over the age of 18 years and have not been suspended or prohibited from using the Platform. If you are under the age of 18 years, please do not access or use the Platform.
- (b) If you use the Platform on behalf of a company or organisation:
  - (i) you must have necessary authority from that company or organisation to do so; and
  - (ii) you warrant that you have the necessary authority from that company or organisation to do so.

##### 1.2 ACCOUNTS

- (a) In order to use most of the functionality of the Platform, all Users, both Hirers and Clients, are required to sign-up, register and receive an account through the Platform (an '**Account**').
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, photos and video, audio files, profile information, emergency contacts, payment details, ratings and reviews, verified identifications, verified certifications and authentications, and other information as determined by HooHaz from time to time.

- (c) You warrant that any information you give to HooHaz in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) You may register for an Account using your Google+, Facebook or other social media network account (**Social Media Account**). If you register an Account using your Social Media Account, you authorise HooHaz to access certain information on your Social Media Account including but not limited to your current profile photo and other basic information.
- (e) You agree to ensure that your Account does not display any of your personal contact information at any time such that it can be viewed by any other User.
- (f) Once you complete the Account registration process, HooHaz may, in its sole discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (g) HooHaz reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (h) HooHaz may suspend or cancel your Account for any reason, including for any failure to comply with the Terms.

### 1.3 USER OBLIGATIONS

As a User, you agree:

- (a) to comply with the Terms;
- (b) to not copy, reproduce, translate, adapt, vary or modify the Platform without the express consent of HooHaz;
- (c) to not share your Account with any other person;
- (d) you will be solely responsible for any activities that occur under your Account;
- (e) that any use of your Account registration information by any other person is strictly prohibited;
- (f) to immediately notify HooHaz of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;
- (g) you must not expressly or impliedly impersonate any other User of the Platform or use the profile or password or account of another User at any time;
- (h) that you are solely responsible for your mobile phone, access to and connectivity to the internet and all costs, including mobile data, required to use the Platform;
- (i) to receive marketing materials and other communications from HooHaz, that you may unsubscribe from, though you cannot unsubscribe from messages on the Platform to your Account;
- (j) not to use the Platform for any purpose other than for the purpose of making arrangements to provide or receive services;
- (k) not to harass, impersonate, stalk, threaten, bully or endanger any other User;
- (l) to not use the Platform in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes);
- (m) you will not use the Platform in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by HooHaz;
- (n) to not to use the contact details of other Users for the purpose of distributing unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (o) you must not make any automated use of the Platform;
- (p) you will not use the Platform for any illegal or unauthorised purpose, which includes collecting email addresses of Users for any purpose such as sending unsolicited email, or unauthorised framing of or linking to the Platform;

- (q) that any commercial advertisements, affiliate links and other forms of solicitation may be removed from your Account, profile or communications without notice and may result in termination of your Account. Appropriate legal action will be taken by HooHaz for any and all illegal or unauthorised use of the Platform;
- (r) not to act in any way that may harm the reputation of HooHaz or associated or interested parties or do anything at all contrary to the interests of HooHaz or the Platform;
- (s) you are solely responsible for your use the Platform, including for:
  - (i) if you are a Hiree, requesting, confirming, booking and using and ceasing to use a Hirer; and
  - (ii) if you are a Hirer, making and accepting offers to provide, and providing, services; and
- (t) that in making or receiving any payments via the Platform, you warrant that you have read, understood and agree to be bound by Stripe.com terms at <https://stripe.com/au/legal>, or the terms of use of other payment methods from time to time, that will be available on their website.
- (u) You are responsible for declaration of income earned from using the Hoo-haz app.

#### 1.4 POSTED MATERIALS - WARRANTIES

By providing or posting any information, materials or other content on the Platform (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material are free from any harmful, discriminatory, defamatory or maliciously false implications and do not contain any offensive or explicit material;
- (e) the Posted Material is not "passing off" of any product or service and does not constitute unfair competition;
- (f) the Posted Material does not infringe any intellectual property rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world (**IPR**);
- (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (h) the Posted Material does not breach or infringe any applicable laws.

#### 1.5 POSTED MATERIALS - LICENCE

- (a) You grant to HooHaz a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any IPR in any Posted Material in order for HooHaz to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release HooHaz from any and all claims that you could assert against HooHaz by virtue of any such moral rights.
- (c) You indemnify HooHaz against all damages, losses, costs and expenses incurred by HooHaz arising out of any third party claim that your Posted Material infringes any third party's IPR.

#### 1.6 POSTED MATERIALS - REMOVAL

- (a) HooHaz acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, HooHaz may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Platform) at any time without giving any explanation or justification for removing the material and/or information.

- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

## 1.7 RATINGS AND REVIEWS

- (a) Users may rate each other (**Rating**) and/or may provide feedback regarding the services provided by another User or their experience with that User through the Platform (**Review**).
- (b) Ratings and Reviews of a User can be viewed by any User and will remain viewable even if the User's Account is removed or terminated.
- (c) A User must provide true, fair and accurate information in their Review.
- (d) If HooHaz considers that the Review is untrue, unfair, inaccurate, offensive or inappropriate, HooHaz may delete the Review or ban the User from posting the Review. HooHaz do not undertake to review each Review made by a User.
- (e) To the maximum extent permitted by law, HooHaz are not responsible for the content of any Reviews.
- (f) You may not publish Reviews for Users to which you have personal or professional relations.
- (g) You can write a Review about a User if you have had a service experience with that User, which means that:
  - (i) you have hired an item from that User; or
  - (ii) that User has hired an item from you,(collectively referred to as a **Service Experience**).
- (h) You may only write about your own Service Experience. You are not permitted to write a Review about somebody else's Service Experience, such as that of a family member or friend.
- (i) Your Service Experience must have occurred within the last 12 months. This means within 12 months from the date on which you write the Review.
- (j) You are encouraged to be specific and factual in your Reviews. If you have been offered an incentive by a User to write a Review, you should include information about this in your Review. Incentives include the User offering you a gift, reward, discount or advantage for writing a Review about the User on the Platform.
- (k) Notwithstanding any other provision of this clause 1.7 HooHaz may remove or delete any Rating or Review for any reason.

## 1.8 SERVICE LIMITATIONS

The Platform is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge that HooHaz cannot guarantee that:

- (a) the Platform will be free from errors or defects;
- (b) the Platform will be accessible at all times;
- (c) messages sent through the Platform will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Platform will be secure or confidential; or
- (e) any information provided through the Platform is accurate or true.

## 1.9 INTELLECTUAL PROPERTY

HooHaz retains ownership of the Platform and reserves all rights in any IPR owned or licensed by it not expressly granted to you.

## 1.10 THIRD PARTY CONTENT

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). HooHaz takes no responsibility for Third Party Content and makes no representation or warranty about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

## 1.11 DISPUTES BETWEEN USERS

- (a) You should direct any complaint relating to another User to that User within 7 days of the incident giving rise to the dispute occurring. Users must take all reasonable steps to resolve any dispute with another User with that User.
- (b) If any issue or problem relating to the Platform remains unresolved after directing a complaint to a relevant User, or if the complaint does not relate to another User, you must report it to HooHaz via the designated portal in the Platform. We will assess the complaint and attempt to quickly and satisfactorily resolve it.
- (c) Any costs you incur in relation to a complaint or dispute will be your responsibility.
- (d) HooHaz has the option to appoint an independent mediator or arbitrator if needed. The cost of any mediator or arbitrator must be shared equally between the Users that are party to the dispute.
- (e) HooHaz reserves the right to hold funds in relation to a dispute until the dispute is resolved by the relevant parties or by a mediator or arbitrator.
- (f) If you have a dispute with HooHaz, you agree to notify us first and enter into discussion, mediation or arbitration with us for a minimum of a 120-day period before pursuing any other proceedings.
- (g) Notwithstanding any other provision of this clause 1.11, you or HooHaz may at any time cancel your Account or discontinue your use of the Platform.

## 1.12 SECURITY

HooHaz does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

## 1.13 DISCLAIMER

- (a) **(Introduction service)** HooHaz is a medium that facilitates the introduction of Hirees and Hirers for the purposes of making arrangements to fulfil service offerings regarding goods hire services and similar. HooHaz simply collects a service fee in consideration for providing this introduction service and does not have any obligations or liabilities to, and is not a party to any contract between, Hirees and Hirers in relation to such services or otherwise resulting from the introduction.
- (b) **(Exclusion of liability)** To the maximum extent permitted by applicable law, HooHaz excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Platform or its use or any services provided by any Hirer. Where liability cannot be excluded, then the maximum aggregate amount of HooHaz's liability will be limited to \$100AUD. This includes the transmission of any computer virus.
- (c) **(Limitation of liability)** All express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded. Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee into these Terms which may not lawfully be excluded, then to the maximum extent permitted by applicable law, HooHaz's liability for breach of that non-excludable condition, warranty or guarantee will, at our option, be limited to:
  - (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
  - (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.
- (d) **(Consumer law)** Nothing in these Terms are intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.
- (e) **(Indemnity)** You agree to indemnify HooHaz and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from

you or your representatives' use of the Platform or your provision or receipt of Services from another User.

- (f) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will HooHaz be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Platform, these Terms or their subject matter, or any services provided by any Hirer.

#### 1.14 CONFIDENTIALITY

You agree that:

- (a) no information owned by HooHaz, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other users on this Platform are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

#### 1.15 PRIVACY

You agree to be bound by the clauses outlined in HooHaz's Privacy Policy, which can be found at [hoo-haz.com](http://hoo-haz.com)

#### 1.16 NOTICE REGARDING APPLE

If you are accessing the Platform from the Apple, Inc. (**Apple**) iOS Store, you acknowledge and agree that:

- (a) this agreement is between you and HooHaz and not with Apple. Apple is not responsible for the Platform or any content available on the Platform;
- (b) Apple has no obligation whatsoever to furnish any maintenance and support services for the Platform;
- (c) in the event of any failure of HooHaz to conform to any applicable warranty, you may notify HooHaz, and HooHaz will refund the price for the Platform. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to HooHaz, and any other claims, losses, liabilities, damages, costs of expenses attributable to any failure to conform to any warranty will be HooHaz's responsibility;
- (d) Apple is not responsible for addressing any claims by you or any third party relating to the Platform, including, but not limited to:
  - (i) product liability claims;
  - (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and
  - (iii) claims arising under consumer protection, privacy, or similar legislation;
- (e) in the event of any third party claim that the Platform or your use of the Platform infringes any third party's intellectual property rights, Apple will not be responsible for the investigation, defence, settlement and discharge of any such claim;
- (f) you represent and warrant that:
  - (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
  - (ii) you are not listed on any U.S. Government list of prohibited or restricted parties;
- (g) you must comply with applicable third party terms of this agreement when using the Platform; and
- (h) Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and that, upon your acceptance of this agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary.

## 1.17 TERMINATION

- (a) HooHaz reserves the right to terminate a User's access to any or all of the Platform (including any service listings and memberships) at any time without notice, for any reason.
- (b) In the event that a User's membership is terminated:
  - (i) the User's access to all posting tools on the Platform will be revoked;
  - (ii) the User will be unable to view the details of all other Users (including contact details, geographic details, any other personal details and service listings or requests); and
  - (iii) the User will also be unable to view the details of all other Hirers (including contact details, geographic details and any other details), and all service listings previously posted by the respective User will also be removed from the Platform.
- (c) Users may terminate their membership on HooHaz at any time by using the Platform's functionality where such functionality is available. Where such functionality is not available, HooHaz will effect such termination within a reasonable time after receiving written notice from the User.
- (d) Notwithstanding termination or expiry of your membership or these Terms, the provisions of Part 1 and any other provision which by its nature would reasonably be expected to be complied with after termination, will continue to apply.

## 1.18 TAX

You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Platform, and HooHaz will not be held accountable in relation to any transactions between Hirees and Hirers where tax related misconduct has occurred.

## 1.19 RECORD/AUDIT

To the extent permitted by law, HooHaz reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users (including conversations, user posts, job request bids, comments, feedback, cookies, and I.P. address information) for administration purposes and also holds the right to produce these records in the event of any legal dispute involving HooHaz.

## 1.20 GOVERNING LAW

This agreement is governed by the law applying in New South Wales, Australia.

## 1.21 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

## PART 2: HIRERS

### 2. HIRERS – FURTHER TERMS

#### 2.1 SERVICE LISTINGS

You agree and acknowledge that:

- (a) you must use your best endeavours to provide as much information as possible in any listing you upload to offer to provide services on the Platform (**Service Listing**);
- (b) HooHaz may choose not to accept any Service Listing you submit to the Platform, and HooHaz may limit the number of Service Listings you can submit on the Platform;

- (c) for each Service Listing you submit on the Platform that is requested by a Hiree and accepted by you, HooHaz will keep a Service Fee (defined in clause 2.2) which will be a percentage of the amount that you quote;
- (d) you may only charge each Hiree the amount you have quoted minus the Service Fee (**Remaining Balance**) for the services quoted and you must not try to claim the Service Fee from the Hiree;
- (e) subject to clause 2.1(f), the Remaining Balance will be paid by the Hiree to HooHaz upon your acceptance of a Hiree request in response to a Service Listing, and HooHaz will pay the Remaining Balance to you within a reasonable time after having received it from the Hiree;
- (f) you must take all reasonable steps to complete the services as described in every Service Listing that is accepted by a Hiree, including by not cancelling any part of such a Service Listing;
- (g) you must deal with any dispute with a Hiree in accordance with clause 1.11;
- (h) HooHaz reserves the right to allocate the Quoted Amount between a Hiree and a Hirer in accordance with any other agreement between that Hiree and Hirer;
- (i) any additional terms and conditions relating to a Service Listing or quote provided via the Platform are solely between you and the Hiree and do not involve HooHaz in any way, except that they must not be inconsistent with your obligations under these Terms; and
- (j) HooHaz will have no responsibility for the accuracy, reliability or timeliness of the content provided by a Hiree responding to a Service Listing.

## 2.2 FEES

- (a) Using the Platform and posting a Service Listing to be quoted for by a Hirer is free.
- (b) Once you accept a quote from a Hiree (responding to a Service Listing), the Hiree will be prompted to pay the quoted amount (**Quoted Amount**) to us via the Platform. Once we receive payment from the Hiree in respect of a quote, we will transfer the Remaining Balance to you, being the Quoted Amount minus an amount being a percentage of the Quoted Amount, including any GST (**Service Fee**), as specified in the relevant section of the Platform from time to time. HooHaz reserves the right to change or waive the Service Fee at any time by updating the Platform.

## 2.3 REFUNDS & CANCELLATIONS

- (a) HooHaz will have no liability or obligation to you if a Hiree cancels at any time after you have accepted an offer to receive the services specified on a Service Listing, and you will not be entitled to any compensation from HooHaz, including any portion of the Service Fee.
- (b) The Service Fee, and any membership or subscription fee charged by HooHaz is by default non-refundable. However, HooHaz may, in its absolute discretion, issue refunds of such fees in certain circumstances.
- (c) If you wish to cancel a service before you have fulfilled the requirements of the service the Hiree requested, you must contact us using the Platform's functionality (subject to your compliance with clause 1.11), including providing details as to why you are cancelling. If HooHaz decides to investigate your request, you must provide assistance and information to HooHaz as reasonably requested.
- (d) You must ensure that your cancellation policy and refund policy in relation to Hirees cancelling services is in compliance with all applicable laws.
- (e) If we accept your request to a cancel a service, we may take one or more of the following actions:
  - (i) cancel your membership with HooHaz;
  - (ii) refund the Service Fee to the relevant Hiree; and/or
  - (iii) require that you pay all or part of the Service Fee refunded to the Hiree and issue you an invoice for that amount.

- (f) The Service Fee is by default non-refundable. However, HooHaz may, in its absolute discretion, issue refunds of the Service Fee in certain circumstances.
- (g) You agree to honour and comply with the process set out in clause 3.3(f) in the event of a pricing error on the Platform.

#### 2.4 BYPASSING

- (a) You agree that while you are a Hirer on the Platform, and for one (1) year after you cease using the Platform, regardless of the reason that your Account was suspended or cancelled, you will not, either directly or indirectly, solicit or attempt to solicit any business, work, income or other benefit, from any Hiree whom you came to know about, or with whom you provided services to directly or indirectly, by using the Platform. This provision will apply whether or not the Hiree or their representative is still active on the Platform.
- (b) HooHaz, at its discretion, may cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 2.4.

#### 2.5 EXCLUSIVITY

You agree that while you are a Hirer on the Platform and post a Service Listing on the Platform, you will not also use any other platform at the same time to post the same Service Listing for the same service.

#### 2.6 BINDING CONTRACT

You agree that when a Hiree submits a Purchase Order (defined in clause 3.1) in response to your Service Listing, this constitutes their intention and offer to enter into a contract with you, where you will provide the Hiree with the service in the Service Listing they responded to in exchange for payment of the Quoted Amount in the Service Listing. A contract is formed in this respect when you respond to a Purchase Order with an email or message on the Platform confirming that you accept the Hiree's offer.

#### 2.7 WARRANTIES

By listing yourself as a Hirer on the Platform and posting a Service Listing, you represent and warrant that:

- (a) you are able to fulfil the requirements of the services specified in the Service Listing;
- (b) you will provide the relevant services to Hirees:
  - (i) using suitably qualified and trained personnel exercising due care and skill in a professional, efficient, diligent and safe manner, and to the best industry standards;
  - (ii) in compliance with our COVID-19 Safety Policy accessible on our website and any public health orders and guidelines; and
  - (iii) in compliance with all applicable laws;
- (c) you understand that HooHaz does not hold insurance in respect of any services you may provide to a Hiree, including any public liability insurance, and that it is your responsibility to obtain and hold any such insurances; and
- (d) any individuals or companies involved in performing the relevant services have not been previously convicted of a felony, and there are no current legal, criminal, civil or administrative proceedings against such individuals or companies.

### PART 3: HIREES

#### 3. HIREES – FURTHER TERMS

##### 3.1 OFFER TO PURCHASE

- (a) By submitting an order for purchase of a service using the Platform's functionality (**Purchase Order**) you represent and confirm that you:

- (i) have the legal capacity and are of sufficient age to enter into a binding contract with us; and
  - (ii) are authorised to use the debit or credit card, included in your order.
- (b) Submitting a Purchase Order constitutes your intention and offer to enter into a contract with the Hirer, where the Hirer will provide you with the service in the Service Listing you have ordered in exchange for your payment of the Quoted Amount in the Service Listing. A contract is not formed until you receive an email or message on the Platform from the Hirer confirming that the Hirer has accepted your offer.

### 3.2 SERVICE LISTINGS AND FEES

You agree and acknowledge that:

- (a) for each offer you submit in response to a Service Listing on the Platform that is accepted by the Hirer, you must pay the Quoted Amount and HooHaz will keep a Service Fee which will be a percentage of the Quoted Amount;
- (b) any terms and conditions relating to services or a quote provided via the Platform are solely between you and the Hirer and do not involve HooHaz in any way, except that they must not be inconsistent with your obligations under these Terms; and
- (c) you will comply with our COVID-19 Safety Policy accessible on our website and any public health orders and guidelines.

### 3.3 PAYMENT

- (a) **(Payment obligations)** Unless otherwise agreed in writing with the Hirer you must pay for all services specified in a Service Listing prior to the Hirer performing those services.
- (b) **(GST)** Unless otherwise indicated, amounts stated on the Platform do not include GST.
- (c) **(Card surcharges)** HooHaz reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).
- (d) **(Online payment partner)** HooHaz processes payments through the Platform using Stripe.com (**Online Payment Partner**). In addition to these Terms, your purchase of any services via the Platform will be subject to the terms and the privacy policy of the Online Payment Partner, available on the Online Payment Partner's website.
- (e) You agree to release HooHaz and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment.
- (f) **(Pricing errors)** In the event that we discover an error or inaccuracy in any price at which your order was purchased via the Platform, we will attempt to contact you and inform you of this as soon as possible. Subject to agreement with the Hirer, you will then have the option of purchasing the relevant services at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

### 3.4 CANCELLATIONS

- (a) HooHaz will have no liability or obligation to you if a Hirer cancels a job any time after you have accepted it and you will not be entitled to any compensation from HooHaz, including any portion of the Service Fee.
- (b) If you wish to cancel a service before the Hirer has fulfilled the requirements specified in the Service Listing, you must contact the Hirer (subject to your compliance with clause 1.11). If HooHaz decides to investigate your cancellation, you must provide assistance and information to HooHaz as reasonably requested.
- (c) If you cancel a service, whether the Remaining Balance paid to the Hirer is refundable to you in respect of that service will depend on the cancellation policy and refund policy of the Hirer.
- (d) The Service Fee is by default non-refundable. However, HooHaz may, in its absolute discretion, issue refunds of the Service Fee in certain circumstances.

### 3.5 LINKED BUSINESSES

You agree and acknowledge that:

- (a) the Platform provides links and introductions to Hirers owned and operated by third parties that are not under the control of HooHaz;
- (b) the provision by HooHaz of introductions to Hirers does not imply any endorsement or recommendation by HooHaz of any Hirer;
- (c) HooHaz do not examine, determine or warrant the certification and/or licensing, competence, solvency or information of any Hirer who uses or is listed on the Platform; and
- (d) any terms and conditions relating to a service, Service Listing or quote provided via the Platform constitute a contract between you and the Hirer and do not involve HooHaz in any way.

### 3.6 COMMUNICATION OUTSIDE THE PLATFORM

- (a) You must not communicate with a Hirer, or request or entice a Hirer to communicate with you, outside the Platform (except in the course of accepting the Hirer's services).
- (b) HooHaz, at its discretion, may cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 3.6.