

CLIENT USER TERMS

Inbodico

www.inbodico.com

These User terms ('Terms') apply to all Clients who search for or purchase goods or services via this Website. By using this Website or our Services, you agree to be bound by these Terms. If you do not accept these Terms, you are not permitted to use our Website or Services.

We may modify and update these Terms at any time, without notice. You need to ensure that you review the Terms from time to time. In using our Website and Services, you agree to be bound by these Terms as well as any and all general Terms and Conditions posted on our Website from time to time. Notification of any amended terms may also be sent to registered users by email or as a general notice posted to the account of each registered user. The amended Terms will take effect from the next time you log into the Website or use the Website. If you do not agree with the amendments, then you must stop using your account and the Website. Your continued use of the Website is subject to our current Terms as amended from time to time.

DEFINITIONS

ACL means the Australian Consumer Law.

Advertiser means a User who posts an advertisement on our Website.

Client means a User who purchase goods or services from a Provider through the Website.

Content means any and all material, links, words, and images including but not limited to any goods and services, publications, answers to questions, and details we or a User submits, advertises or links to the Website.

Provider means a User who offers goods or services to potential Clients through the Website.

Provider Fee means the fee charged by the Provider to the Client for any goods or services that the Provider is advertising on the Website.

Services means the Content and online directory provided on the Website.

Website means www.inbodico.com.

User means any person using the Website including Providers and Clients.

We, our and us means Michelle House trading as Inbodico (ABN 74 678 656 244), including any officers, directors, employees, contractors and affiliates.

You means you, the individual or business who is acting as a Client and is searching for and/or purchasing goods or services from Providers through the Website.



HOW IT WORKS

Our Website allows Providers to offer a variety of goods and services, and Clients to find Providers of those goods and services. Providers may advertise services which they provide and Clients may search for goods or services which they require.

To advertise, Providers must give a description of the services which they provide or require, their location and any other relevant information. In addition, Providers must also refer to their certificates, licences, qualifications and availability. Clients may use a variety of search parameters such as location and service type in order to find an appropriate Provider.

Clients may also access videos which Providers have posted on the Website.

REGISTRATION AND FEES

Users must register and set up an account to use the Services on our Website. You must at all times keep your registration details accurate and up-to-date and your password and access private.

In order to register an account on the Website, you must pay any applicable registration fee.

Our fees may vary from time to time but up to date fees are listed on the Website or communicated to you at the time that you register an account.

We offer a 7 day free trial. You must provide payment details at the time of registration, but payment of any registration fee will not be taken until the expiry of the 7 day free trial. You may cancel at any time during the 7 day free trial at no cost.

Providers must disclose the full cost for any goods or services which they advertise on the Website ('Provider Fee') and Clients must pay the full Provider Fee to the Provider when the goods or services have been provided.

Payment of the Provider Fee is subject to a direct contractual arrangement between the Provider and the Client.

We are not responsible at any time for the payment of the Provider Fee to any Provider, remitting any tax or other payments on behalf of a User to any regulator or authority, or meeting any employment, business, or legal obligations of any User. All Users are responsible for managing and complying with their own regulatory requirements.

We reserve the right to change our fees, features and privileges provided at any time.

SPECIAL OFFERS

We may from time to time make special offers available via the Website. These special offers may be subject to availability and may be revoked at any time.

NO SOLICITATION

During the period that you hold a valid account with us, and for a period of 12 months after the cancellation or termination of your account, you must not in any way solicit any Providers or other Users or entice or encourage any Providers or other Users to engage with you outside of the Website.

CANCELLATION OF ACCOUNT

Clients may cancel their account at any time.

You may cancel by logging in to your membership portal and cancelling in your account.

You need to cancel your subscription at least 30 days prior to the next payment due to ensure you will not be charged for the subsequent subscription fee.

You agree that we may, in our sole discretion, terminate or suspend your access to the Website with or without notice, at any time, for any reason, including, without limitation, breach of these Terms. We may, at our sole discretion, provide you with a warning that you have breached the Terms and provide you with an opportunity to rectify the breach, to our satisfaction, as a condition of maintaining your account and having continued access to our Website.

If we receive complaints about you, including but not limited to reliability, failure to pay Provider Fees, responsiveness or any other issues related to your use of the Website or the Services, we may terminate your account. We will attempt to work with you to resolve such issues where possible but we are not to be involved in any dispute between Users.

Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your account and may be referred to the appropriate law enforcement authorities.

If we have reasonable grounds to suspect that the information you provide in connection with your account is untrue, inaccurate or incomplete; if your Content is offensive, or for any other reason including if, in our opinion, you have breached the purpose of our Website, at our sole discretion we have the right to immediately remove any of your Content and terminate your account.

Upon such termination, regardless of the reasons, your right to use the Website immediately ceases and you acknowledge and agree we may immediately deactivate or delete your account and all related information and files. We may also bar you from any further access to our Website. We shall not be liable to you or any third party for any claims or damages arising out of any

termination or suspension or any other actions taken by us in connection with such termination or suspension.

We are not required to provide any refund or part thereof to you for such termination of your account.

CANCELLATION OF BOOKINGS

To cancel a booking, Users must cancel the booking through the Website at least 48 hours prior to the booked appointment time.

Providers may have their own requirements regarding cancellation notice and cancellation fees. Clients should make sure they understand these requirements before making a booking with the Provider.

GENERAL USER AGREEMENT

We are a facilitator only for the purposes of permitting Providers to list their goods and services on our Website and for Clients to search for and contact Providers.

All information about Providers and their goods and services is submitted by Providers and not by us.

We are not affiliated with any particular User, beyond providing the User with access to our Services.

You use our Services at your own risk. We are not responsible for the actions of any Client or Provider, nor any action or inaction which may happen as a result of your use of our Services. Any disputes or issues you may have with any other User must be addressed and taken up directly with that User. We may choose to try to assist but are not to be involved in any claims.

You should take all reasonable care regarding your personal security when use of the Services and, in particular, when providing any personal details and ensuring your own safety.

We have the right, in our sole discretion, to vet any Users, and we are under no obligation to approve you for an account on our Website.

Although we may vet any Providers, we are under no obligation to do so and we make no warranty as to any Provider's skills, qualifications, certifications, suitability, or the quality or suitability of their goods or services. We also do not recommend or endorse any particular Provider, Client, goods or services.

We urge Users to make their own enquiries about any other Provider before engaging with them and to conduct their own due diligence to verify their credentials.

CONTENT AND USE OF WEBSITE

You agree that you are responsible for any Content which you submit or post to the Website.

You may not submit any Content that:

- you do not have the right to submit;
- is defamatory or in contempt of any legal or other proceedings;
- is misleading or deceptive;
- incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
- denounces religious or political beliefs;
- includes religious or political material which is or is likely to be offensive;
- is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety or of a menacing character or is likely to annoy or concern;
- infringes any copyright, trade mark, patent or other intellectual property right of another person;
- contains any unsolicited or unauthorised advertising or promotional material;
- contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware;
- impersonates any person or misrepresents your relationship with any person; or
- in our opinion, disparages, embarrasses or reflects adversely on us or on any other person, business, service or profession.

We reserve the right, in our absolute discretion, to pre-screen, refuse or remove any Content from the Website for breaching the Terms or for any other reason.

CLIENT REVIEWS

In posting any comments, reviews, recommendations or posts ('Posts') to our Website, you will at all times ensure you are doing so honestly and in good faith and you will at all times abide by all terms on our Website.

Any Posts you make to our Website will abide by our Terms and will be made in the spirit, culture and ethos of the Website. You agree you will only make correct, accurate Posts in good faith and

will not use aggressive, defamatory, rude, or offensive language. We will not condone bad language nor will we permit false claims, defamation, harassment, fraud, collusion, or Posts that may offend any person, visitor, User, advertiser, or third party. We can at any time, in our sole discretion, remove any Post and deny you access to the website.

WARRANTIES

As a condition of using the advertising services offered through our Website, you warrant that:

- While using the Website, the Content and the Services, and while engaging with any other Users, you will comply with all applicable laws, codes and regulations;
- You will not engage in any activity through or in connection with the Website or the Services which is illegal, immoral, offensive, or likely to harm our business or our reputation;
- You will not submit any Content to the Website which is illegal, immoral, sexual, pornographic, offensive, or likely to harm our business or our reputation, and we may choose to remove any of your Content from the Website in our sole discretion;
- You are solely responsible for verifying that any Provider you engage through the Website or our Services will have all up-to-date training, qualifications, relevant certifications, licences and experience to provide the advertised goods or services, as required by law;
- You have the ownership rights or the rights to use any Content you post to the Website and any Content you post will not breach any third party rights;
- You are not breaching any laws, regulations, standards, codes or guidelines by publishing the Content on the Website, including, but not limited to any intellectual property laws, the Australian Consumer Law ('ACL') and any mandatory codes or guidelines published by the Australian Competition and Consumer Commission ('ACCC') that are prescribed under the Competition and Consumer Act 2010 or voluntary industry codes or guidelines that apply to you;
- All information, material and Content you post on the Website or link to from the Website is accurate, reliable, up-to-date, lawful, and not misleading or deceptive;
- You are at least 18 years of age and able to form a legally binding contract.

You acknowledge and agree that:

- We do not guarantee any bookings, or any outcomes or results as a consequence of the goods or services posted on our Website;
- Any products or services provided by a Provider to a Client will be subject to a direct contractual relationship between the Provider and the Client;

- Users will deal with any disputes, issues, dealings or complaints directly with each other and Clients agree to indemnify us for any Provider's claim which results directly or indirectly from the Client's action or inaction; and
- Clients will manage all Provider disputes in good faith and in accordance with the ACL and all other legal requirements. We are not to be involved at any time and are not responsible directly or indirectly for any dispute with any Provider regarding the provision of any goods or services.

We make no warranty that the Website will meet your requirements or be available on an uninterrupted, secure or error-free basis. We will make every effort to ensure that the Website is always available and virus and error free but from time-to-time, and in some instances, this may not be the case as it may be out of our immediate control. We will notify you if the Website becomes unavailable for any lengthy and unusual time period.

By using this Website, you authorise us to use, reuse and to grant others the right to use and re-use your Content and any reproduction or similar in any form of media or technology for any purpose related to the Website.

You agree and acknowledge that the Website uses third party vendors and hosting partners to provide the necessary software, hardware, service and storage.

LIABILITY

You agree and acknowledge that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from your use of the Services or the Website.

You acknowledge and agree that we are a facilitator only and are not in any way responsible for the conduct of any Users or any other third party involved in the delivery or use of goods and services on our Website.

You agree that we are not liable for any direct, indirect, consequential or incidental loss, damage or injury which may result from your use of our Website or your reliance on any information on our Website. For the sake of clarity, in no event will we be liable for any indirect, consequential, incidental or special damages of any kind including any damages for loss of revenue, profits, interruption of business, injury or damage to person or property.

To the maximum extent permitted by law, we expressly exclude any liability in relation to loss of data, interruption to your business or any damages which are incidental to or arise from such loss of data or interruption to business.

Our liability is governed by the Australian Consumer Law ('ACL'), including any consumer guarantees provided by the ACL that cannot be excluded or modified. All other conditions and warranties which may be implied by custom, or statute are expressly excluded by these Terms.

While we endeavor to keep the Website up-to-date and correct, we make no representation or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability

or availability with respect to the Website, the Services or any Content for any particular purpose and we provide them for your informational purposes only. Any reliance you place on the Website, the Services, the Content, or any related information is therefore strictly at your own risk.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

When your statutory rights apply, to the extent possible, our liability in respect of any claim is limited to, at our option, the supply of any Services again or the payment of the cost of having any Services supplied again.

In the event of any successful claim, our liability will be limited to the amount of any fees last paid by you to us, unless otherwise provided by law.

No agency, partnership, joint venture, or employment is created as a result of these Terms, and you do not have any authority of any kind to bind us in any respect whatsoever.

INDEMNITY

You agree to defend, indemnify and hold us and our officers, directors, employees, contractors, members, agents and licensees harmless from and against any and all claims, charges, actions, liabilities, investigations, demands and similar including but not limited to any costs, losses, damages whether direct, indirect, consequential or special that may result from your breach of these Terms, your use of any Provider's goods or services, from your Content, or from your use of the Website or our Services.

In the event that any Provider makes a claim against us in relation to your Content or your use of the Website or Services, you agree to take over such claim if directed by us to do so.

This indemnity includes all legal fees resulting from your breach of our Terms, any third party claims including but not limited to your family or relatives, any activity you may engage in through any use of our Website or Services, or your use of the Website and the Services.

INTELLECTUAL PROPERTY

All custom graphics, icons, logos and service names on the Website or connected with our Services are our registered trademarks, copyright, trade or service marks.

All other trademarks or service marks within this Website or the Content are the property of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, the name or business name of us or of any of our other Users.

You are solely responsible for obtaining written permission before re-using any copyrighted material that is available on the Website, in the Content, or via the Services. Any unauthorised use of such materials may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

YOUR PRIVACY

We are committed to protecting your privacy. We will at all times respect the privacy and confidentiality of any information provided by you and we will adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

MODIFICATION OF WEBSITE AND CONTENT

We reserve the right at any time to remove, delete, alter or amend any Content or the Website. In particular, if we believe the Content to be inappropriate, potentially breach regulations, if we receive complaints or for any other reason and in our reasonable discretion, we may remove or modify Content at any time without notice. We shall not be liable to you or any third party for any modification or any loss or damage arising from a modification.

DISCLOSURE OF YOUR INFORMATION

We may be required, in certain circumstances, to disclose information in good faith and where we are required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of any other Users or third parties.

We reserve the right to disclose the name and any other personal details of any User to any law enforcement authority or other competent authority or to any person for the purpose of legal proceedings, prosecution, investigation or any breach or alleged breach of the law or these Terms.

THIRD PARTIES

We do not and will not sell or deal in personal or User information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify User demands and to assist it in meeting User needs generally. In addition, we may use any information that you provide to improve our Website and Services but not for any other use.

THIRD PARTY LINKS

We may from time to time provide links to other websites, advertisements and information for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between us and the owners of those websites.

We take no responsibility for any of the content found on the linked websites.

Our Website may contain information or advertisements provided by third parties for which we accept no responsibility whatsoever for any information or advice provided to you directly by third parties.

EXCLUSION OF COMPETITORS

If you are in the business of providing similar information, goods or services as us, whether to business users or domestic users, then you are a competitor of ours. We expressly exclude and do not permit you to use or access our Website or Content to download any documents or information or obtain any such documents or information through a third party. If you breach this term then we will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. We reserve the right to exclude and deny any person access to our Website, Services or information in our sole discretion.

WHOLE AGREEMENT

These Terms represent the whole agreement between you and us concerning your use of and access to our Website, Services, Content, and any related information. No other provision is to be included in these Terms except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

EXCLUSION OF UNENFORCEABLE TERMS

Where any provision of these Terms would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a provision shall not apply in that State or Territory and shall be deemed never to have been included in these Terms in that State or Territory. Such a provision if legal and enforceable in any other State or Territory, shall continue to be fully enforceable and part of these Terms in those other States and Territories. The deemed exclusion of any provision pursuant to this clause shall not affect or modify the full enforceability and construction of the other provisions of these Terms.

GOVERNING LAW

These Terms are governed by the laws of Victoria, which are in force from time to time and both you and we agree to submit to the exclusive jurisdiction of the Courts of Victoria for determining any dispute concerning these Terms.

CONTACT US

You can contact us about these Terms using the following details:

Address: 2/27 Malvern Grove North Caulfield VIC 3161
Email: hello@inbodico.com

AGREEMENT

I have read and agreed to these Terms.

UPDATED: June 2021