

TERMS OF USE

1. Agreement

- 1.1 These **Terms** constitute a binding contract between **You** and **Civfast**.
- 1.2 These **Terms** incorporate all policies implemented by **Civfast** from time to time (and as amended by **Civfast** from time to time) and which are available on the **Site** and the **Terms** which together constitute the entire agreement between **You** and **Civfast**.
- 1.3 The **Terms** of the **Civfast** Privacy Policy (available www.civfast.com.au/legal/privacy/) are incorporated into this **Agreement**.
- 1.4 The **Site** and the **Services** are offered to **You** conditional on your acceptance of the **Terms**.
- 1.5 **Your** continued use of the **Site** and/or the **Services** will signify your acceptance of the **Terms**.
- 1.6 Each time **You** access the **Site** or use the **Services** **You** are agreeing to be bound by the **Terms**.
- 1.7 If **You** do not agree to any of the **Terms** **You** should immediately cease to access or use the **Site** and/or the **Services**.
- 1.8 **Civfast** may close suspend or limit access to **Your Account** or the **Services** provided by **Civfast** and/or limit access to **Your** funds if you carry out activities which contravene the **Terms**.

2. Amendments

- 2.1 **Civfast** may amend the **Terms** from time to time.
- 2.2 **Civfast** will notify **You** of any changes to the **Terms** by posting a notice of changes on the **Site**.
- 2.3 **Civfast** may (but shall not be obliged to) notify **Clients** of amendments to the **Terms** by email or SMS.
- 2.4 Amendments to the **Terms** are effective on the earlier of:
 - 2.4.1 **Your** acknowledgement of the amendments; or
 - 2.4.2 **Your** continued access to and use of the **Site** and/or the **Services** after **Civfast** post notice of such amendments.
- 2.5 It is **Your** responsibility to check the **Site** from time to time to view any amendments to the **Terms**.
- 2.6 If **You** do not agree to any amendment **You** must cease access to and use of the **Site** and/or the **Services**. This will be **Your** sole recourse against **Civfast**.
- 2.7 For the purposes of notifying **You** of any amendments to the **Terms** **You** provide permission to **Civfast** to email **You** or send **You** a SMS.
- 2.8 Continued access to the **Site** and/or the **Services** following notice of any changes to the **Terms** will indicate your acknowledgement of such changes and **Your** satisfaction with the **Site** and/or the **Services** as modified.

3. Member Eligibility

By using the **Site** **You** acknowledge represent and agree that:

- 3.1 **You** are at least eighteen (18) years old;
- 3.2 If **You** are and continue to be a member of **Civfast** **You** will be entitled to a discount on the cost of operating **Your Account**;
- 3.3 **You** have the right authority and capacity to enter into this **Agreement**;
- 3.4 **You** will abide by:
 - 3.4.1 All the terms and conditions of this **Agreement**;
 - 3.4.2 All of the **Policies** of **Civfast** posted on the **Site** from time to time;
 - 3.4.3 Any relevant industry code or code of behaviour that applies to **You** if **You** are a **Member** of **Civfast**;
- 3.5 **You** are not the subject of any bankruptcy proceedings or subject to any insolvency administration;
- 3.6 As a **Client** **You** may browse the **Site** in accord with the **Terms** but **You** may not have access to certain services unless **You** become a member of **Civfast**.

4. Becoming a Member

- 4.1 A **User** who wishes to use the **Services** available to a **Client** is required to set up an **Account**.
- 4.2 When setting up an **Account** **You** will be required to provide specific information and select **Account Credentials**.
- 4.3 **You** acknowledge represent and agree that all information **You** provide to **Civfast** to establish an **Account** is true accurate current and complete and **You** agree to maintain and promptly update such information to keep the information true accurate current and complete.
- 4.4 **You** must not transfer or share your **Account Credentials** with any third party.
- 4.5 **You** are solely responsible for maintaining the confidentiality of **Your Account Credentials**.
- 4.6 **You** acknowledge represent and agree that **Civfast** will rely on **Account Credentials** to know whether **Users** accessing the **Site** and using the **Services** are authorised to do so.
- 4.7 If someone accesses the **Site** and/or the **Services** using **Your Account Credentials** **Civfast** will rely on the **Account Credentials** and assume that it is **You** who is accessing the **Site** and/or the **Services**.
- 4.8 **You** are solely responsible for:
 - 4.8.1 Any and all use of **Your Account Credentials** and **Your Account**;

- 4.8.2 All activities that occur under or in connection with **Your Account Credentials** or **Your Account**; and
- 4.8.3 Any act or omission of any **User** who may access the **Site** and/or the **Services** using **Your Account Credentials**.
- 4.9 If **You** create an **Account** on behalf of a third party **You** acknowledge represent and agree that **You** have the authority to represent such third party and bind the third party to the **Terms**.
- 4.10 **Your** account will expire one year after it is established unless it is renewed by making payment of a subscription fee as prescribed by **Civfast** from time to time. **You** acknowledge that if the subscription fee is not paid to **Civfast** by the expiry date **Your Account** will be deactivated until the subscription fee is paid to **Civfast**.
- 4.11 **You** acknowledge that **You** are permitted to upgrade your **Account** to a larger supplier plan at any time. The upgrade will be processed once payment of any additional fee prescribed by **Civfast** is paid to **Civfast**. Once paid the **Account** will be upgraded for a new 12 month subscription. The unused proportion of the fee for the former plan will be refunded to you.
- 4.12 **You** acknowledge that **You** are permitted to downgrade your **Account** to a small supplier plan only at the time of annual renewal of your **Account**. No refund or repayment will be made due to downgrading of any supplier plan.
5. **Role of Civfast**
- 5.1 The **Site** is a venue designed to connect **Clients** with **Customers** looking for **Services**.
- 5.2 **Civfast** agrees to upload to the **Site** an invitation for a **Client** to provide **Services** to **Customers**.
- 5.3 **Civfast** may express that invitation in such terms as it sees fit. **Civfast** may rely on the information provided by the **Client** for that purpose.
- 5.4 **Civfast** does not:
- 5.4.1 Provide or arrange for the **Services**; or
- 5.4.2 Participate in the interaction between **Clients** and **Customers** except to provide **Technology** to facilitate the interaction including in relation to the processing of payments on behalf of **Customers** to **Clients**.
- 5.5 A **Client** shall be solely responsible to decide whether to accept an offer from a **Customer** to receive **Services**.
- 5.6 The **Customer** shall be solely responsible to decide whether to engage a **Client** to provide **Services**.
- 5.7 **You** understand and agree that **Civfast**:
- 5.7.1 Has no control over and is not responsible for the acts or omissions of any **User** on or off the **Site**;
- 5.7.2 Makes no representation or warranty regarding the quality of any **Services** or any other services provided by a **Client**; and
- 5.7.3 Is not responsible for the accuracy or reliability of any information provided by any **Client** on the **Site**.
- 5.8 A **Client** using the **Site** acknowledges represents and agrees with **Civfast** that:
- 5.8.1 The **Client** is capable of providing, and when relevant, qualified to provide the **Services**;
- 5.8.2 The **Client** is not prohibited from providing the **Services**; and
- 5.8.3 The information provided by the **Client** is true accurate current and not misleading or deceptive in any way.
- 5.9 **Civfast** may rely on the representations acknowledgements and agreements on the part of a **Client** in making representation on the **Site** to any **Customer**.
6. **Content of Site**
- 6.1 When **You** access the **Site** and/or the **Services** you obtain access to **Content**.
- 6.2 **You** are solely responsible and liable to any **User** for each individual item of **Content** that **You** post email or otherwise make available on the **Site** and/or in relation to the **Services**.
- 6.3 **You** retain ownership of, and any intellectual property rights in, any copyrighted materials that are contained in the **Content** that **You** post on the **Site** or provide in relation to the **Services**, except in relation to **Feedback** which is governed by the further provisions of the **Terms**.
- 6.4 **You** grant **Civfast** a non-exclusive worldwide royalty free perpetual licence that is capable of being sub-licensed and/or transferred in respect to all of **Your** copyright and other intellectual property rights related to the **Content** that **You** post or contribute to the **Site** or provide in relation to the **Services**.
- 6.5 **You** agree that any **Content** or any works derived from the **Content** may be disseminated distributed publicly displayed reproduced used sub-licensed posted or published by **Civfast** and searched displayed printed or otherwise used or exploited by any **User** or **Client** or **Customer**.
- 6.6 As a **Client** **You** acknowledge represent and agree with **Civfast** that:
- 6.6.1 **Civfast** is only acting as a venue for the online distribution and publication of **Content**;

- 6.6.2 **Civfast** makes no express or implied warranty as to the actual distribution or publication of **Content**;
- 6.6.3 **Civfast** has the right (but is not obliged) to take any action deemed appropriate with respect to **Content** if it is believed that such **Content** may:
- 6.6.3.1 create liability for **Civfast**;
- 6.6.3.2 harm the business operation or reputation of **Civfast**; or
- 6.6.3.3 cause **Civfast** to lose the services of its suppliers or **Clients** or **Customers** or **Users**;
- 6.6.4 Any **Content** submitted to the **Site** may be subject to the approval of **Civfast**; and
- 6.6.5 **Civfast** reserves the right to reject approve or modify any **Content** at its absolute discretion.
- 6.7 Evaluation of **Content** by **Civfast** will be based on guidelines adopted by **Civfast** from time to time that encompass objectively quantifiable and aesthetic aspects of **Content**.
- 6.8 As a **Client You** acknowledge represent and agree that any **Content** submitted for publication on the **Site** and any **Content** provided by or on behalf of the **Client**:
- 6.8.1 Will not infringe or misappropriate any copyright patent trademark trade secret or other intellectual property right or proprietary right of any third party including other **Clients** and **Civfast**;
- 6.8.2 Will not violate any law statute ordinance or regulation including (but not limited to) any law regarding false advertising;
- 6.8.3 Will not advocate or encourage any illegal activity;
- 6.8.4 Will not misrepresent the identity of the **Member** in any way;
- 6.8.5 Will not have the potential to create liability for **Civfast** or cause **Civfast** to violate the requirements of, or lose any services of any internet service provider or other supplier;
- 6.8.6 Will not be discriminatory unlawful tortious obscene fraudulent defamatory harmful threatening pornographic indecent vulgar harassing discourteous hateful abusive or racially ethnically religiously sexually or otherwise offensive;
- 6.8.7 Will not disclose or provide information protected under any law agreement or fiduciary relationship including (but not limited to) proprietary or confidential information of others;
- 6.8.8 Will not contain any advertising or solicitation for anything other than the **Services** offered through the **Site**;
- 6.8.9 Will not violate the privacy publicity or other rights of any third party including other **Clients** and **Civfast**;
- 6.8.10 Will not include incomplete false or inaccurate information about it or any other **Client** or any product or service; and
- 6.8.11 Will not contain any virus or other computer programming routine that may be intended to damage detrimentally interfere with intercept or expropriate any system data or personal information.
- 6.9 No copyrighted material of any third party may be posted on the **Site** unless the **Client** has a licence or other form of authority that permits the **Client** to do so.
7. **Member Verification**
- 7.1 **You** understand that a **Client** may make representations to **You** about the **Client** on the **Site** or in other communications.
- 7.2 **You** are responsible to make **Your** own decisions regarding the **Clients** that you may engage to provide **Services** through the **Site**.
- 7.3 **Civfast** is not required to verify information made by a **Client** on the **Site**. **You** are solely responsible for sighting original documents and/or information to verify any representation that a **Client** may make using the **Site** or in other communications. **You** should obtain any additional information required to make an informed decision prior to utilising any specific **Client** to provide **Services**.
- 7.4 **You** understand and agree that **Civfast** has the right (but is not obliged) to:
- 7.4.1 Independently verify any statement made by any **Client** on the **Site**; and
- 7.4.2 Verify that any **Client** meets any of the eligibility criteria established by **Civfast** from time to time.
- 7.5 **You** represent acknowledge and agree that **Civfast** does not have control over or assume any responsibility for the quality accuracy or reliability of any information provided by any third party verification service relating to or in any way connected with the **Services** or any products promoted on the **Site**.
- 7.6 **Civfast** may make use of any third party verification services available to verify information of **Clients** published on the **Site**. In the event that **Civfast** chooses to verify any representation warranty statement or any information provided by a **Client** through the **Site You** authorise **Civfast** to verify such information and use or disclose any information in order to accomplish such verification. Verification may include (but not limited to) conducting the following searches and checks:

- 7.6.1 Motor vehicle records checks;
- 7.6.2 Personal Property Security Register checks;
- 7.6.3 Credential verification;
- 7.6.4 Credit checks;
- 7.6.5 Using available public records to conduct searches and checks.
8. **Contract for Services**
- 8.1 **Civfast** does not employ or contract **Clients**. It only provides a platform through which **Customers** may engage **Clients** directly.
- 8.2 A **Client** must contract directly with a **Customer** for the provision of the **Services**. **Civfast** will not be a party to that contract or be liable to either party for any breach of that contract or in any other respect.
- 8.3 By using the **Site** **You** agree that **You** will observe and comply with all regulations relating to the engagement of **Clients** including any applicable workplace laws.
- 8.4 **Civfast** does not involve itself in regulating or managing any contract between a **Client** and a **Customer**. By using the **Site** **You** acknowledge represent and agree that **You** have made **Yourself** aware of the requirements under applicable workplace and occupational health and safety laws which may apply to any engagement between a **Client** and a **Customer**.
- 8.5 Any contract between a **Client** and a **Customer** for the provision of **Services** must:
- 8.5.1 Require the **Client** to charge for the **Services** at an agreed rate;
- 8.5.2 Permit the **Client** to issue a tax invoice for the **Services** on completion of the **Services** or at agreed intervals where the **Services** are ongoing and debit the nominated bank account or credit card of the **Customer**;
- 8.5.3 Require the **Client** to comply with any relevant code of conduct and ethical behaviour and the **Customer** to comply with any relevant **Customer** code of conduct and ethical behaviour; and
- 8.5.4 Be able to be terminated by either party at will, with no notice period unless otherwise specified in the contract.
- 8.6 The **Client** acknowledges represents and agrees to the **Customer** that the **Client** has the qualifications and skills to deliver the **Services** requested by the **Customer** and that each time the **Client** arrives at the premises of the **Customer** the **Client** will inspect the premises and any equipment to ensure that it is a safe work environment.
9. **Relationship Between the Parties**
- 9.1 The **Client** is not a partner employee independent contractor or agent of **Civfast**.
- 9.2 **You** acknowledge that **You** are not legally affiliated with **Civfast**.
- 9.3 No independent contractor partnership joint venture employer - employee or franchisor - franchisee relationship is intended to be created between **You** and **Civfast** by **Your** use of the **Site** and/or the **Services** or by the **Agreement**.
- 9.4 **Civfast** is not an employment service or agency.
- 9.5 The **Client** must comply with all laws relating to the provisions of the **Services**.
- 9.6 The **Client** must act in good faith towards **Civfast** and not do anything contrary to the legitimate commercial interests of **Civfast**.
- 9.7 **Civfast** shall not give the **Client** or the **Customer** any direction about the provision of the **Services**.
- 9.8 **Civfast** shall not be liable for any injury loss or damage suffered by the **Client** or the **Customer** arising from the provision of the **Services**.
10. **Insurance**
- 10.1 The **Client** and the **Customer** shall be separately liable to take out and maintain appropriate insurance cover to protect their respective interests in relation to the provision of the **Services** by the **Client** to the **Customer**.
- 10.2 **Civfast** shall not be responsible for arranging any insurance cover or indemnifying either the **Client** or the **Customer** in any way relating to the provision of the **Services** by the **Client** to the **Customer**.
11. **Intellectual Property**
- 11.1 **You** acknowledge represent and agree with **Civfast** that the **Terms** and our **Technology** are:
- 11.1.1 The property of or subject to copyright and/or license to **Civfast** under Australian and International Copyright Laws;
- 11.1.2 Subject to other intellectual property and proprietary rights and laws; and
- 11.1.3 Owned by **Civfast** or its licensors.
- 11.2 **Our Technology** may not be copied modified reproduced republished posted transmitted sold offered for sale or redistributed in any way without the prior written consent of **Civfast** and the prior written permission of any applicable licensors.
- 11.3 **You** must abide by all copyright notices information or restrictions contained in or attached to any of **Our Technology** and the **Site**.
- 11.4 Nothing in this **Agreement** grants you any right to receive delivery of a copy of the **Technology** or to obtain access to the **Technology** except as

generally and ordinarily permitted through the **Site** and in accord with the **Terms**.

- 11.5 Nothing in the **Agreement** will be deemed to grant by implication or otherwise a licence to the **Technology**.
- 11.6 Some of the **Marks** constitute trademarks trade names service marks and/or registered designs of **Civfast** or other entities.
- 11.7 **You** are not authorised to use any of the **Marks**.
- 11.8 Ownership of all **Marks** and the goodwill associated with the **Marks** remains with **Civfast** or those other entities who own the **Marks**.
- 11.9 Any use of third party software provided in connection with the **Site** or the **Services** will be governed by relevant third party licences and not by the **Agreement**.

12. Feedback

- 12.1 By using the **Site** **You** acknowledge that **You** transfer to **Civfast** copyright in any **Feedback** and reviews **You** leave whether as a **Client** or a **Customer**, consisting of comments recommendations and/or any multidimensional rating.
- 12.2 **You** acknowledge that any **Feedback** belongs to **Civfast** notwithstanding that **You** permit **Civfast** to use it on the **Site**.
- 12.3 **You** may not use the **Feedback** or deal with the **Feedback** in any way inconsistent with the policies of **Civfast** as posted on the **Site** from time to time without the prior written consent of **Civfast**.
- 12.4 **You** may not do anything that may undermine the integrity of the **Feedback** system developed by **Civfast**.
- 12.5 **Civfast** is entitled to suspend or terminate **Your** right to use the **Site** if in the sole and absolute discretion of **Civfast** it is concerned by any **Feedback** about **You** or **Your Feedback** rating is considered to be problematic to **Civfast**.
- 12.6 Any ratings established or recorded by **Civfast** (whether on the **Site** or otherwise) may not be used for any purpose other than facilitating the exchange of **Services** between **Clients** and **Customers**.
- 12.7 **You** may not use **Your Feedback** including (but not limited to) marketing or exporting **Your Feedback** or quality rating or **Feedback** comments in any real or virtual venue other than the **Site** unless **You** obtain the prior written consent of **Civfast**.
- 12.8 **You** represent acknowledge and agree that all **Feedback** **You** provide is true and correct and is not misleading or deceptive in any way.

13. Offensive Content

- 13.1 Although **Civfast** strives to enforce the rules set out in the **Terms** with all **Clients** **You** may be exposed through the **Site** or the **Services** to **Content** that

violates the policies of **Civfast** or is otherwise offensive.

- 13.2 **You** access the **Site** and the **Services** at **Your** own risk.
- 13.3 **Civfast** may (but is not obliged) to delete **Accounts** and/or remove **Content** from the **Site** if **Civfast** determines or suspects that those **Accounts** or **Content** violate the **Terms**.
- 13.4 **Civfast** takes not responsibility for **Your** exposure to **Content** on the **Site** or through the **Services** whether it violates the **Terms** or not.

14. Client Conduct and Confidentiality

- 14.1 It is the goal of **Civfast** to make access to the **Site** and the **Services** a good experience for all **Users** and **Clients** and **Customers**.
- 14.2 Correspondence between **Clients** is for the sole purpose of connecting **Customers** and **Clients** for purposes relating to **Services**.
- 14.3 If **You** receive the personal information of any other **Client** through the use of the **Services** **You** may use the information solely as necessary to conduct a transaction through the **Site** for the **Services**.
- 14.4 **You** must not use the personal information of a **Client** or **Customer** for any other purposes.
- 14.5 **You** agree not to and represent acknowledge and agree that **You** will not reproduce duplicate copy sell re-sell or exploit any portion of the **Site** or the **Services** or use the **Site** or **Services** or access the **Site** or the **Services** for any purpose other than for which the **Site** or the **Services** are being provided to **You**.
- 14.6 When using the **Site** or the **Services** **You** represent acknowledge and agree not to do any of the following:
 - 14.6.1 Contact any **Client** or **Customer** for any purpose other than as set out in the **Terms**;
 - 14.6.2 Harass intimidate or otherwise engage in illegal or offensive behaviour with respect to a **Client** or **Customer**;
 - 14.6.3 Conduct or promote any illegal activities while using the **Site** or the **Services**;
 - 14.6.4 Upload distribute or print anything that may be harmful to minors;
 - 14.6.5 Attempt to reverse engineer or jeopardise the correct functioning of the **Site** or otherwise attempt to derive the source code of the software that enables or underlies the **Site** or the **Technology**;
 - 14.6.6 Attempt to gain access to secured portions of the **Site** or the **Services** to which **You** do not possess access rights;

- 14.6.7 Upload or transmit to the **Site** any form of virus worm trojan horse or other malicious code;
 - 14.6.8 Use the **Site** or the **Services** to generate unsolicited email advertisements or spam allow enable or otherwise support the transmission of mass unsolicited commercial advertising or solicitations via email (spam);
 - 14.6.9 Use the **Site** or the **Services** to stalk harass or harm another individual;
 - 14.6.10 Use any high volume automatic electronic or manual process to access search or harvest information from the **Site** or the **Services** including (but not limited to) robots spiders or scripts;
 - 14.6.11 Interfere in any way with the proper functioning of the **Site** or the **Services** or interfere with or disrupt any service or networks connected to the **Site** or the **Services** or disobey any requirements procedures policies or regulations of networks connected to the **Site** or the **Services**;
 - 14.6.12 Use any robot spider other automatic device or manual process to extract "screen scrape" monitor "mine" or copy any static or dynamic webpage on the **Site** or any **Content** contained on any such webpage for commercial use without the prior written consent of **Civfast**;
 - 14.6.13 Impersonate any person or entity or otherwise misrepresent **Your** affiliation with a person or identity;
 - 14.6.14 Mirror or frame the **Site** or any **Content** place pop-up windows over its pages or otherwise affect the display of its pages.
15. **Payments**
- 15.1 Limited access to the **Site** is available free of charge to **Users**.
 - 15.2 By becoming a member of **Civfast** a **Client** or a **Customer** agrees to pay **Civfast**:
 - 15.2.1 The **Member Fee**; and
 - 15.2.2 Any other costs reasonably incurred by **Civfast** in enforcing its rights under this **Agreement**;
 - 15.3 **Civfast** reserves the right at any time to modify its fees and/or billing methods as notified on the **Site**.
 - 15.4 In exchange for provision of the **Services** by the **Client** the **Customer** authorises the **Client** to deduct from the nominated bank account or credit card of the **Customer** any fees payable by the **Customer** to the **Client** for provision of the **Services**.
 - 15.5 In exchange for access to the **Site** and posting **Content** on the **Site** the **Client** authorises **Civfast** to deduct from the nominated bank account or credit card of the **Client** any moneys payable by the **Client** to **Civfast** pursuant to the **Agreement**.
- 15.6 If a **Customer** wishes to connect with a **Client** or seek **Services** from a **Client** the **Customer** will need to:
- 15.6.1 Provide the following information through the **Site**:
 - 15.6.1.1 information regarding the type of **Services** requested to be provided by the **Client**;
 - 15.6.1.2 personal information;
 - 15.6.1.3 bank name, bank BSB number, bank account name and number, the type of bank account or credit card details for debiting or charging the payments required pursuant to the **Agreement**.
 - 15.6.2 Provide his or her consent to the debiting or charging of moneys payable by the **Customer** for the **Services**
- 15.7 If a **Client** wishes to accept an offer from a **Customer** for the provision of the **Services** the **Client** must provide the following information to the **Customer** through the **Site**:
- 15.7.1 Information regarding the type of **Services** the **Client** is qualified and willing to provide;
 - 15.7.2 Personal information;
 - 15.7.3 bank name, bank BSB number, bank account name and number and the type of account for depositing payments for the provision of the **Services**.
- 15.8 After an offer by a **Customer** is accepted by a **Client** the contracting of the **Client** by the **Customer** shall begin. At this time **Civfast** shall:
- 15.8.1 Release personal information about the **Client** to the **Customer**;
 - 15.8.2 Release personal information about the **Customer** to the **Client** ; and
- the **Client** may:
- 15.8.3 Charge the nominated bank account or credit card of the **Customer** with a deposit which will become the consideration under the contract entered into by the **Client** with the **Customer**;
 - 15.8.4 Immediately after performance of the **Services** or at the end of each agreed interval where the **Services** are ongoing generate invoices for the fees payable by the **Customer** to the **Client**.

- 15.9 The **Customer** is required to review the invoice and if correct is required to immediately approve the invoice.
- 15.10 If the **Customer** approves or is deemed to approve the invoice by not rejecting the invoice within twenty-four (24) hours following performance of the **Services** the **Client** will accept the invoice as being approved by the **Customer**.
- 15.11 Following actual or deemed approval of an invoice the **Client** will deduct the fee from the nominated bank account or nominated credit card of the **Customer** in accord with the procedure implemented by the **Client** from time to time.
- 15.12 If **Your** nominated bank account or credit card is cancelled suspended or is otherwise not usable **You** must immediately provide the **Client** with details for an alternative nominated bank account or nominated credit card which can be used to meet **Your** obligations under the **Agreement**.
- 15.13 All payments relating to **Services** provided by a **Member** to a **Customer** must be made through the payment channels provided or specified by the **Client** and in accord with the **Agreement**.
16. **Bank Account Details**
- 16.1 Each **Customer** is solely responsible for the accuracy of his or her nominated bank account or nominated credit card details that it provides to the **Client** including the bank account number and bank BSB number or the credit card details.
- 16.2 **Civfast** disclaims all liability related to errors in fund deposits due to inaccurate or incomplete bank details or credit card details being submitted by **Clients** and/or **Customers**.
17. **Banks and Financial Institutions**
- 17.1 **Civfast** is not responsible for and will not reimburse any fees incurred by any **Client** or any **Customer** from their bank or other financial institution including (but not limited to) overdraft charges insufficient funds charges interest charges or finance charges which have occurred as a result of charges billed by **Civfast**.
- 17.2 The **Client** or **Customer** agrees that:
- 17.2.1 It will not receive interest or other earnings on the funds that **Civfast** handles on its behalf;
- 17.2.2 **Civfast** may receive interest on funds that **Civfast** handles on its behalf;
- 17.2.3 **Civfast** will not hold funds transferred to **Civfast** in accord with the **Terms** for the purposes of the **Services**;
- 17.2.4 **Civfast** may co-mingle and deposit funds transferred to **Civfast** in accord with the **Terms** with funds of **Civfast** in any account at any institution or in any other manner **Civfast** may decide in its sole discretion from time to time.
- 17.2.5 Such co-mingled funds may be used by **Civfast** for general corporate purposes or otherwise.
18. **Fees**
- 18.1 **Civfast** reserves the right to correct any errors in the payment of fees by a member of **Civfast** or by a **Client** to **Civfast** even if it has already requested and/or received payment.
- 18.2 A **Customer** shall remain responsible for fees payable to a **Client** in connection with any refund or charge back of a **Client's** payment.
19. **Payment Processing**
- 19.1 **Civfast** may use third party payment processing services to process bank account information and payments.
- 19.2 **Civfast** expressly disclaims any liability for any claim or damage related to the use by **Civfast** of third party payment processing services and such transfers including (but not limited to) any damage that may result should any such information be released to any third party.
20. **Promotional Offers**
- 20.1 **Civfast** may run promotional offers from time to time on the **Site**.
- 20.2 The terms of any such promotion will be posted on the **Site**.
- 20.3 Unless otherwise indicated **Civfast** may establish and modify the terms of such offer and end such offer at any time at its sole discretion.
- 20.4 **Civfast** may at its sole discretion offer a free trial period to any new **User** assessed on a case-by-case basis. The terms of the free trial period will be established on a case-by-case basis by **Civfast** including (but not limited to) the duration of the trial period And whether any payment is required in advance.
- 20.5 Any **User** allowed a free trial period who has been required to make any payment may cancel the subscription by notice to **Civfast**. If the cancellation is completed within the trial period **Civfast** will refund all monies paid by the **User** for the subscription paid for the **User**. Any such refund shall be paid within 30 days of cancellation. If the **User** does not notify **Civfast** of cancellation within the trial period no refund shall be payable to the **User**. The **User** shall be responsible for notification to **Civfast** to cancel any trial period within the required timeframe.
21. **Cancellation**
- Any **User** who has made any payment to **Civfast** may cancel the subscription by notice to **Civfast** at any time but no monies will be refunded to the **User** for any such subscription paid by the **User**. **Civfast** may at its absolute discretion refund any monies paid by any **User**.

22. Third Party Content

- 22.1 The **Content** from any **Clients** advertisers or other third parties may be made available to **You** through the **Site** and/or the **Services**. Because the **Content** is not controlled by **Civfast** **You** agree that **Civfast** will not be responsible for any such **Content**.
- 22.2 **Civfast** does not make any guarantee or representation about the accuracy currency suitability or quality of the information in such **Content** and **Civfast** assumes no responsibility for unintended objectionable inaccurate misleading or unlawful **Content** made available by **Members** advertisers or other third parties or violation of any third party rights related to such **Content**.
- 22.3 The **Site** and the **Services** may contain links to websites not operated by **Civfast**. **Civfast** will not be responsible for the content products materials or practices of such websites.
- 22.4 **You** understand that by using the **Site** and/or the **Services** **You** may be exposed to third party websites that **You** may find offensive indecent or otherwise objectionable.
- 22.5 **Civfast** makes no warranty representation endorsement or guarantee regarding and accept no responsibility for the quality content nature or reliability of third party websites products or services accessible by hyperlink or otherwise from the **Site** or the **Services**.
- 22.6 **Civfast** provide these links for your convenience only and **Civfast** does not control such websites or hyperlinks.
- 22.7 The inclusion of links to such websites does not imply any endorsement of the materials on such third party websites or any association with their operators.
- 22.8 It is **Your** responsibility to review the privacy policies and terms of use of any other website **You** visit.
- 22.9 **You** agree that in no event will **Civfast** be liable to **You** in connection with any websites content products materials or practices of any third party including **Clients**.

23. Suspension and Termination

- 23.1 **You** agree that **Civfast** may at any time and in its absolute discretion with or without notice to **You** and without any entitlement to a refund of any moneys paid:
- 23.1.1 Modify or discontinue the **Site** or the **Services**; and/or
- 23.1.2 Immediately modify suspend or terminate **Your** access or use of the **Site** and/or the **Services**.
- 23.2 **You** agree that **Civfast** will not be liable to **You** or to any other party for any:

23.2.1 Suspension or termination of **Your** access to the **Site** and/or the **Services** or deletion of **Your Account** or **Your Content**; or

23.2.2 Modification or discontinuation of the **Site** and/or the **Services**.

23.3 Suspension or termination of **Your Account** will in no way modify change or void any payment obligations **You** may have incurred through any membership of **Civfast**.

23.4 **Civfast** may without notice and without cause remove the invitation to treat with a **Client** from the **Site**.

23.5 Continued access to the **Site** and/or the **Services** following notice of any such changes will indicate **Your** acknowledgement of such changes and satisfaction with the **Site** and/or the **Services** as modified.

24. No Warranty

24.1 **You** agree that **Your** use of the **Site** and/or the **Services** will be at **Your** sole risk.

24.2 **Civfast** is not involved in any way (other than facilitating an introduction) in the actual transaction between a **Customer** and a **Client**.

24.3 The **Site** and all **Content** on the **Site** are provided on an "as is" and "as available" basis and to the extent permitted by law without warranties of any kind either express or implied.

24.4 To the extent permitted by law **Civfast** specifically disclaims all warranties and representations of any kind whether expressed or implied including (but not limited to) any warranties in respect of the following:

24.4.1 Title quality merchantability fitness for a particular use or purpose non-infringement operability condition quiet enjoyment value accuracy of data and system integrity;

24.4.2 That the **Site** and/or the **Services** will meet **Your** requirements;

24.4.3 That the **Site** will be accurate reliable uninterrupted secure or error free;

24.4.4 That the **Site** or the server that makes it available will be uninterrupted timely secure free of viruses errors or other harmful components;

24.4.5 As to the results that may be obtained from the use of the **Site** or the **Services**; and

24.4.6 That defects in the **Site** or **Services** will be corrected in a timely manner or at all.

24.5 To the maximum extent permitted by law **Civfast** expressly disclaims and **You** expressly release **Civfast** from any liability of any kind for any damages suits claims and/or controversies that may arise from and/or in any way relate to any act or omission of any **Client** on or off the **Site** including

- (but not limited to) the provision of any **Services** by any **Client**.
25. **Liability**
- 25.1 The **Client** is liable for all acts or omissions in the provision of the **Services**.
- 25.2 The **Customer** is liable for all acts or omissions in the receipt of the **Services**.
- 25.3 If the **Customer** is a consumer pursuant to the Australian Consumer Law nothing in this **Agreement** shall restrict limit or modify the rights or remedies of the **Customer** against the **Client** for failure of a statutory guarantee under the Australian Consumer Law.
- 25.4 Nothing in this **Agreement** shall be interpreted as excluding restricting or modifying or having the effect of excluding restricting or modifying the application of any State or Federal Legislation applicable to the sale of goods or supply of **Services** which cannot be excluded restricted or modified.
- 25.5 **You** understand and agree that:
- 25.5.1 Any material or information downloaded or otherwise obtained through the use of the **Site** or the **Services** is done at **Your** own discretion and risk;
- 25.5.2 That **You** will be solely responsible for any damage to **Your** computer or loss of data that results from the download of such material and/or information.
- 25.6 To the extent permitted by the Australia Consumer Law and any other applicable legislation **Civfast** expressly limits its liability for breach of a non-excludable condition or warranty implied by virtue of any legislation to the following remedies at the sole discretion of **Civfast**:
- 25.6.1 In the case of goods any one or more of the following:
- 25.6.1.1 the replacement of the goods or the supply of equivalent goods;
- 25.6.1.2 the repair of the goods;
- 25.6.1.3 the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- 25.6.1.4 the payment of the cost of having the goods repaired;
- 25.6.2 In the case of **Services**:
- 25.6.2.1 the supply of the **Services** again; or
- 25.6.2.2 the payment of the cost of having the **Services** supplied again.
- 25.7 In the event that the limitations in the preceding sub-clause are restricted the liability of **Civfast** will be limited as far as legally possible under the Australian Consumer Law or other applicable legislation.
- 25.8 To the extent permitted by law **Civfast** will not be liable nor will any of its **Affiliates** be liable to **You** or any third party whether in contract warranty tort statute or otherwise for:
- 25.8.1 Any direct special incidental consequential or exemplary damages that may be incurred by **You**;
- 25.8.2 Any loss of income revenue goodwill business profits data (whether direct or indirect) that may be incurred by **You**; or
- 25.8.3 Any claim damage or loss which may be incurred by **You**;
- arising from out of or related to:
- 25.8.4 **Your** use of or access to or the inability to use or to access the **Site** or the **Services**;
- 25.8.5 **Your** transactions involving the **Site**;
- 25.8.6 Any act or omission of any **User**;
- 25.8.7 Any misstatement and/or misrepresentation by any **Client** or contained in any **Content**;
- 25.8.8 The accuracy timeliness or completeness of any background check provided to **You** in connection with the **Site** and/or the **Services**;
- 25.8.9 The use of information provided by any third party verification service;
- 25.8.10 The transactions between **You** and any third party merchants or service providers;
- 25.8.11 Any information appearing on third party merchant or service provider websites or any other website linked to the **Site**.
- 25.9 The limitations on the liability of **Civfast** to **You** shall apply whether or not **Civfast** or any of its **Affiliates** have been advised of knew of or should have known of the possibility of such loss or damage arising.
- 25.10 **You** acknowledge and agree that **Civfast** are only willing to provide access to the **Site** and provide an introduction to a **Client** to provide the **Services** if you agree to certain limitations of **Our** liability to **You** and to third parties.
- 25.11 If **You** are dissatisfied with any portion of the **Site** or the **Services** **Your** sole and exclusive remedy is to discontinue use of the **Site** and/or the **Services**.
- 25.12 **Civfast** and its **Affiliates** may plead the **Terms** as a bar to any claim action proceeding or suit brought by **You** against **Civfast** or any of its **Affiliates** for any matter arising out of any transaction or otherwise in respect of the **Agreement**.

26. **Indemnity**

- 26.1 Each **Client** will indemnify and keep **Civfast** fully indemnified against any liability arising from or connected with:
 - 26.1.1 Any act or omission of any other **Client** whether they are a **Client** or **Customer**;
 - 26.1.2 Any representation made by **Civfast** relying on the warranties of the **Client** in the **Agreement**.
- 26.2 **You** indemnify **Civfast** and its **Affiliates** against any third party claim liability demand proceeding loss cost expense fee (including reasonable legal fees and court costs) and direct or indirect or consequential damage of every kind and nature known and unknown made by any third party due to or arising out of:
 - 26.2.1 **Your** breach of the **Agreement**;
 - 26.2.2 **Your** violation of any law or the rights of any third party;
 - 26.2.3 Any of **Your Content** and/or information that **You** submit post or transmit through the **Site** or the **Services**;
 - 26.2.4 **Your** use of the **Site** or the **Services**;
 - 26.2.5 Any virus trojan horse worm time bomb cancelbots or other similar harmful or deleterious programming routine input by **You** into the **Site** and/or the **Services**; or
 - 26.2.6 Any dispute that may arise between **Users** or between a **Client** and a **Customer** in relation to the **Services**.

27. **Dispute Resolution**

- 27.1 Any dispute related to the **Services** received by a **Customer** shall be resolved directly between the **Customer** and the **Client**.
- 27.2 **Civfast** reserves the right (but shall not be obliged) to monitor or take any appropriate action regarding any dispute that **You** may have with **Users Clients** or **Customers**.
- 27.3 If a dispute arises between **You** and **Civfast** the goal will be to address **Your** concerns and if **Civfast** is unable to do so to **Your** satisfaction to provide **You** with a means of resolving the dispute quickly.
- 27.4 For any claim **Civfast** may elect to resolve the dispute in a cost effective manner through binding non-appearance based arbitration.
- 27.5 If **Civfast** elects arbitration such arbitration will be initiated through an established alternative dispute resolution provider which is to be selected by **You** from a panel of alternative dispute resolution providers that **Civfast** will provide to **You**.
- 27.6 The alternative dispute resolution provider and the parties to the dispute must comply with the following rules:

- 27.6.1 The arbitration shall be conducted by telephone online or be solely based on written submissions the specific manner being chosen by the party initiating the arbitration;
- 27.6.2 The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- 27.7 Any judgement on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- 27.8 Any claim **You** bring against **Civfast** must be resolved in accord with the **Terms**.
- 27.9 Any claim filed or brought contrary to the **Terms** shall be considered improperly filed and a breach of the **Agreement**.
- 27.10 Should **You** file a claim contrary to the **Terms** then **Civfast** may recover its legal fees and costs (including reasonable legal fees) provided that **Civfast** has notified **You** in writing of the improperly filed claim and **You** have failed to promptly withdraw the claim.

28. **Unavoidable Delay**

Without limiting the scope of the **Terms Civfast** and its **Affiliates** will not be liable for any delay or failure in performance resulting directly or indirectly from any acts of nature or forces or causes beyond the reasonable control of **Civfast** including (but not limited to) internet failure computer equipment failure communication equipment failure other equipment failure electrical power failure strike labour dispute riot insurrection civil disturbance shortage of labour or materials fire flood storm explosion act of God war governmental action order of a domestic or foreign court or tribunal or non-performance by any third party.

29. **Electronic Communication**

- 29.1 Any communication between **You** and **Civfast** shall be by email.
- 29.2 **Civfast** can only give **You** the benefits of the **Site** by conducting business through the internet. As a result **Civfast** needs **You** to consent to electronic communication.
- 29.3 For contractual purposes **You**:
 - 29.3.1 Consent to receive communications from **Civfast** or a **Client** or a **Customer** in an electronic form; and
 - 29.3.2 Agree that all terms and conditions agreements notices documents disclosures and other communications that **Civfast** or a **Client** or a **Customer** provide to **You** electronically satisfy any legal requirement that such communications would satisfy if it were in writing.
- 29.4 **Your** consent to receive communications and do business electronically and the agreement of **Civfast**

- and a **Client** or a **Customer** to do so applies to all of **Your** interactions and transactions with **Civfast** and the **Client** and the **Customer**.
- 29.5 **You** may also receive a copy of the **Terms** by accessing the **Site**.
- 29.6 On acceptance of the **Agreement Civfast** may send **You** a SMS text message or other message whether by way of email or through the **Site** or applications in connection with **Services** or otherwise.
- 29.7 **You** are solely responsible for any costs **You** incur when receiving SMS text messages from **Civfast**.
- 29.8 **You** may withdraw **Your** consent to receive communications electronically by contacting **Civfast** in the manner described below.
- 29.9 If **You** withdraw **Your** consent from that time forward **You** must stop using the **Site** and the **Services**.
- 29.10 The withdrawal of **Your** consent will not affect the legal validity or enforceability of any obligations or any electronic communications provided or business transacted between **You** and any **Client** or **Customer** prior to the time **You** withdraw **Your** consent.
- 29.11 **You** agree to keep **Civfast** informed of any change to **Your** email address and any mobile telephone number so that **You** continue to receive all communications without interruption.
30. **General Terms**
- 30.1 **You** are responsible for compliance with all applicable laws.
- 30.2 The **Terms** and the **Agreement** and the relationship between **You** and **Civfast** will be governed by the laws of the State of Victoria, Australia.
- 30.3 **You** agree to the non-exclusive jurisdiction of the Courts of Victoria the Federal Court of Australia and of Courts entitled to hear appeals from those Courts.
- 30.4 The **Agreement** is personal to **You** and **You** may not transfer **Your** rights and/or duties under the **Agreement** to anyone else.
- 30.5 **Civfast** may transfer or novate its rights and obligations at any time without the requirement to obtain **Your** consent.
- 30.6 **You** acknowledge that breach of **Your** obligations under the **Terms** may not be adequately compensated by an award of damages and that if necessary **Civfast** or a **Client** or a **Customer** may seek an injunction to prevent any continuing or threatened breach of **Your** obligations under the **Terms**.
- 30.7 The headings in the **Terms** are included for convenience and shall not affect the interpretation of the **Terms**.
- 30.8 No right under the **Terms** shall be deemed to be waived except by written notice signed by the waiving party. A waiver made by a party shall not prejudice its rights in respect of any subsequent breach of the same or any other right by another party.
- 30.9 Any provision in the **Terms** that is illegal void invalid or unenforceable will be ineffective only to the extent of such deficiency and will not invalidate any other provision of the **Terms**.
- 30.10 Nothing in the **Terms** shall be construed or interpreted as:
- 30.10.1 Constituting the relationship of partners between **You** and **Civfast**;
- 30.10.2 Making **You** the agent representative employee joint venturer or fiduciary of **Civfast**;
- 30.10.3 Making **Civfast** the agent representative employee joint venturer or fiduciary of **You**.
- 30.11 The **Terms** constitute the entire agreement between **You** and **Civfast** in respect of the subject matter and supersedes all previous agreements understandings and negotiations on that subject matter.
- 30.12 All of the provisions of the **Terms** that by their nature survive expiration or termination of the **Agreement** shall so survive.
31. **Contact Information**
- 31.1 **We** may give notice to **You** by email or a posting on the **Site** or other reasonable means.
- 31.2 **You** must give notice to **Us** in writing via email or as otherwise expressly provided on the **Site**.
32. **Definitions**
- Unless inconsistent with the context the highlighted words and phrases used in the **Terms** shall have the meanings attributed to them:
- 32.1 **Account** means a personalised user interface accessed from the **Site**.
- 32.2 **Account Credentials** means the selected unique user identification and password chosen by a **User** when setting up an **Account**.
- 32.3 **Affiliate** means any **Related Body Corporate** of **Civfast**.
- 32.4 **Agreement** means the agreement between **You** and a **Client** or a **Customer** which incorporates all policies terms and conditions referred to in the **Terms**.
- 32.5 **Civfast** means Civil Contractors Federation (ABN 97 341 352 156).
- 32.6 **Client** means a person who may or may not be a member of **Civfast** who has established an **Account** to use the **Site**.
- 32.7 **Content** means all information and materials contained on the **Site** that are posted by any **Client**

and any information the **Client** provides to another **Client** or **Customer** or **User** via the **Site** or through the **Services**.

- 32.8 **Customer** means a person seeking to utilise the **Services** offered by a **Client** on the **Site**.
- 32.9 **Feedback** means any reviews comments recommendations and/or multidimensional rating that **You** may leave on the **Site**.
- 32.10 **Marks** means any trademarks tradenames service marks or logos owned by or used by **Civfast** or any **Affiliates** on the **Site**.
- 32.11 **Member Fee** means the fee payable by a **User** to become a member of **Civfast**.
- 32.12 **Related Body Corporate** has the meaning set out in the *Corporations Act 2001* (Cth) as amended from time to time.
- 32.13 **Services** means the products software services promoted by **Clients** on the **Site**.
- 32.14 **Site** means the www.civfast.com.au website.
- 32.15 **Technology** means the software code proprietary methods and systems used to provide the **Site** and/or the intended functionality of the **Site**.
- 32.16 **Terms** means these terms which shall be incorporated by reference in any **Agreement**.
- 32.17 **User** means a **Client** or other person who browses the **Site**.
- 32.18 **You** means anyone accessing the **Site** for any reason and includes **Clients** and **Users** and **Customers**.