

## PLATFORM TERMS AND CONDITIONS OF USE – (BOOKING MY SURF)

### 1. Who we are and how to contact us

- 1.1 www.bookingmysurf.com (“**Platform or Website**”) is operated by Amana Group Pty Ltd trading as Booking My Surf ACN 683 549 582 (“**Company, we, us and our**”). To contact us, please email to admin@bookingmysurf.com.
- 1.2 The Platform is an online marketplace that enables independent service providers (“**Partner, you and your**”) to offer, promote and manage services including surf lessons, surf camps, accommodation, guided tours, wave pool sessions, photography, boat-charters and other surf-related activities to individual users (“**Users**”). The Platform allows Partners to create listings, receive bookings, and communicate with Users through a secure online environment.
- 1.3 We provide technology-enabled services that facilitate: (i) the creation and publication of Partner listings (“**Listings**”); (ii) the browsing, selection and booking of those Listings by Users; and (iii) payment processing and in-Platform communication (together, the “**Booking Services**”). These Booking Services, along with related support services such as scheduling, payment processing, and in-platform communication, are provided through the Platform, including our website and mobile applications (collectively, the “**Services**”).
- 1.4 The Platform acts solely as a facilitator to connect Partners and Users. We do not own, operate, manage or control any of the services offered by Partners and are not a party to any contract formed between a Partner and a User. Each booking made through the Platform constitutes a direct contractual arrangement between the User and you as the Partner.

### 2. Definitions and Interpretation

In these Terms, unless the context otherwise requires:

"Platform" or "Website" means the website located at www.bookingmysurf.com and any associated mobile applications, software, or digital services operated by the Company.

"Services" means the Booking Services and all related support services provided through the Platform, including scheduling, payment processing, and in-platform communication.

"Partner" (also referred to as "you" and "your") means an independent service provider who registers on the Platform to offer surf-related services to Users.

"User" means an individual who accesses the Platform for the purpose of browsing, selecting, or booking services offered by Partners.

"Listing" means a service offering created and published by a Partner on the Platform, including all descriptions, pricing, availability, and terms.

"Subscription Plan" means the tiered access plans (Free, Pro, or Premium) through which Partners access and use the Platform.

"Subscription Fee" means the recurring fee payable by Partners for access to Pro or Premium Subscription Plans.

"Commission Fee" means the 15% fee automatically deducted from each booking transaction as compensation for the Platform's services.

"Payment Processor" means the third-party payment service provider(s) used by the Platform to process payments, including but not limited to Stripe Connect (for automatic payments, if enabled) and PayPal (upon request).

"Content" or "Your Content" means any materials, information, images, descriptions, reviews, messages, or other content uploaded, posted, transmitted, or shared by a Partner on the Platform.

"Partner Account" or "Account" means the registered account created by a Partner to access and use the Services.

"Force Majeure" means any event or circumstance beyond a party's reasonable control, including natural disasters, government restrictions, public health emergencies, or other unforeseeable events that prevent or delay performance of obligations under these Terms.

"Confidential Information" means all non-public information relating to the Platform's internal processes, pricing structures, business methods, documentation, technical information, and security systems.

"Minimum Term" means the initial 3-month subscription period applicable to Pro and Premium Subscription Plans.

### **By using our Platform, you accept these Terms**

- 2.1 By accessing or using our Platform, you confirm that you have read, understood and agree to be bound by these Terms and Conditions ("**Terms**"). If you do not agree to these Terms, you must not use our Platform or the Services.
- 2.2 Use of the Platform is limited to individuals and entities who are at least 18 years old and legally capable of entering into binding commercial agreements. By registering as a Partner, you represent and warrant that you operate a legitimate business or provide services in a professional capacity and that you hold any required qualifications, licences, or insurance relevant to the services you offer.
- 2.3 A legally binding agreement between us is formed when you take any of the following actions:
  - (a) tick a checkbox or select an option indicating your acceptance of these Terms during registration or checkout;
  - (b) submit payment for a booking through our designated payment processor (e.g., Stripe, PayPal) ("**Payment Processor**"); or
  - (c) otherwise access or use any part of the Services after being made aware of these Terms.

### **3. Registration process**

- 3.1 In order to access the Services, you must create an account ("**Account**") by registering through the Platform. Once you have completed the registration process, you will be a registered partner of the Platform ("**Partners**") and agree to be bound by the Terms.
- 3.2 For clarity, references in these Terms to "partner", "partners", or similar expressions are used solely to describe your status on the Platform. These expressions are descriptive only and do not create or imply any partnership, joint venture, agency, fiduciary, employment, or similar relationship between you and the Platform or the Company.
- 3.3 As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal or business information, including (but not limited to) identification or contact details, including (but not limited to):
  - (a) your full name and business or trading name;
  - (b) email address and business address;
  - (c) telephone number and preferred contact details;
  - (d) valid identification and evidence of any qualifications, certifications, or licences relevant to the services you provide;
  - (e) proof of insurance coverage (e.g., public liability, professional indemnity, or other industry-appropriate insurance); and
  - (f) payment and bank account details for receiving payouts from bookings.
- 3.4 As a condition of registration and ongoing use of the Platform, you warrant that: (i) any information you give us in the course of completing the registration process will always be accurate, correct and up to date; and (ii) all Listings you create and service descriptions you provide through the Platform will be accurate, complete, and truthful, including all material characteristics, conditions, limitations, qualifications, equipment requirements, physical requirements,

cancellation policies, and any other information that would reasonably affect a User's decision to book your services. You must update your Account information and all Listings to maintain their accuracy at all times.

#### **4. Your use of the Platform**

##### **4.1** You agree to comply with the following:

- (a) you will not share your Account or profile with any other person or business entity without our prior written consent;
- (b) you will use the Services only for purposes that are permitted by:
  - (i) the Terms; and
  - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (d) any use of your information by any other person, or third parties, is strictly prohibited. You agree to immediately notify us of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (e) if you allow employees, contractors, or other authorised personnel to access or operate your Partner Account, you are responsible for ensuring they comply with these Terms. You are liable for all acts, omissions, Listings, communications, and conduct of any person who accesses your Account, whether authorised or unauthorised;
- (f) you must not impersonate another Partner or misrepresent your identity, business, qualifications, or services at any time;
- (g) any content, materials, or information you upload, post, transmit, or share on the Platform ("Your Content"), including Listings, descriptions, photos, and reviews, must be accurate, lawful, complete, and not misleading or deceptive in any way;
- (h) you must not post, upload, or distribute any unlawful, defamatory, obscene, offensive, discriminatory, or otherwise inappropriate content, or any material that infringes the intellectual property or privacy rights of others;
- (i) your access to and use of the Platform is limited, non-exclusive, and non-transferable. You may use the Platform solely to create, manage, and promote your Listings and to communicate with Users regarding your services, in accordance with these Terms;
- (j) you must maintain professional customer service standards when communicating with Users through the Platform. Specifically, you agree to: respond to booking inquiries within 24 hours during your stated business hours; respond to User messages and questions within 48 hours of receipt; provide timely updates to Users regarding any changes to bookings, services, or scheduling; maintain professional, courteous, and respectful communication at all times; and resolve User complaints and disputes in good faith and in accordance with your stated policies.
- (k) you must not use the Platform to advertise or promote third-party products or services unrelated to your Listings, except as expressly authorised by us in writing;
- (l) you agree not to use the Platform or the Services for any unlawful, prohibited unsafe activities, including but not limited to:
  - (i) engaging in conduct that violates any law, regulation, or third-party rights;
  - (ii) providing unsafe, negligent, or unlicensed services; or
  - (iii) interfering with, disrupting, or damaging the operation of the Platform, its systems, or other users' access;
- (m) you acknowledge that any unauthorised advertising, referral links, or other forms of solicitation posted through your Account may be removed by us without notice. Repeated or serious violations may result in suspension or termination of your Account.
- (n) you agree not to engage in or permit any automated, scripted, or non-human access to the Platform, including but not limited to bots, scrapers, or data-mining tools, unless expressly authorised by us.

## 5. Services

- 5.1 The Platform operates on a tiered subscription model comprising Free, Pro, and Premium Plans (“**Subscription Plans**”) as set out on the website from time to time.
- 5.2 Access to the Platform’s Booking Services is provided through these Subscription Plans, which offer varying levels of visibility, functionality, booking benefits, and promotional features as described on the Website. Subscription details including pricing, inclusions, features, and billing frequency will be specified at the time of registration and may vary from time to time as notified on the Website .
- 5.3 For clarity, any descriptions of Subscription Plans in these Terms are general only. The specific and current details governing each Subscription Plan are those published on the Website at the time you subscribe, renew, upgrade, or downgrade your Subscription Plan. It is your responsibility to review the Subscription Plan details as published on the Website.
- 5.4 By subscribing to a Pro or Premium Subscription Plan, you agree to a minimum subscription term of 3 months (“**Minimum Term**”). Pro and Premium Subscription Plans are non-cancellable and cannot be downgraded during the Minimum Term. No refunds will be issued for early cancellation unless required by law. The Free Subscription Plan does not have a minimum commitment period.
- 5.5 At the end of the Minimum Term, your Pro or Premium Subscription Plan will automatically renew on a monthly basis, unless you notify us of your intention to cancel before the renewal date. We will provide you with reasonable prior notice of any upcoming renewal or material change to the Subscription Plan. If we fail to provide such notice, your Subscription will continue on a month-to-month basis, and you may terminate at any time in accordance with clause 19 (Termination).
- 5.6 You may upgrade from the Free Plan to a Pro or Premium Subscription Plan at any time, and any upgrade will take effect immediately upon confirmation and payment.
- 5.7 Following completion of the Minimum Term, if you cancel your Pro or Premium Subscription Plan, your Subscription Plan will automatically downgrade to the Free Plan. Your Account will remain active, and only the features applicable to the Free Plan will apply from the effective date of the downgrade.
- 5.8 The Services include access to the Platform’s online booking and listing functionality, which allows you to create, publish, and manage listings that may be viewed and booked by Users through the Platform. Platform features, pricing, and functionality may vary from time to time as notified on the Platform.
- 5.9 You may create Listings on the Platform describing the services you offer, including activity type, date, time, location, duration, price, capacity limits, equipment provided, safety requirements, and any other relevant details. You must ensure that all information in your Listings is complete, accurate, and kept up to date at all times.
- 5.10 When a User confirms a booking and payment is processed through the Platform, a binding contract is formed directly between you and the User for the delivery of the selected service. We do not become a party to that contract and are not responsible for its performance or enforcement.
- 5.11 We do not own, operate, manage, or control any of the services listed by you. We act solely as a facilitator and technology provider enabling communication, scheduling, and secure payments between you and the Users.
- 5.12 You acknowledge that your services may involve surf-related or outdoor activities that carry inherent risks. You must take reasonable steps to ensure that your services are conducted safely and that Users are provided with any required safety equipment, instructions, or briefings.

## 6. Our Responsibilities

- 6.1 Our responsibilities to you are:

- (a) to provide you with access to the Platform and associated tools to create, manage, and promote your Listings to potential Users;
- (b) to maintain a secure, reliable, and functional online environment for communication, scheduling, and payment processing between you and Users;
- (c) to facilitate the receipt of booking requests and payments from Users on your behalf, subject to these Terms and any applicable payment processor requirements;
- (d) to ensure that payment information is transmitted securely through trusted third-party payment gateways and in compliance with applicable privacy and data protection laws;
- (e) to provide general support services, including FAQs, onboarding materials, and reasonable technical assistance for the operation of your Partner Account; and
- (f) to promote transparency, trust, and integrity on the Platform by enforcing community standards and taking reasonable action against misuse or fraudulent activity where identified.

6.2 We are not responsible for:

- (a) securing bookings or guaranteeing any minimum number of Users, listings, or income through the Platform;
- (b) the accuracy, reliability, or completeness of any User information provided to you;
- (c) any cancellations, non-attendance, disputes, or service issues arising between you and a User, including matters involving payment, behaviour, or performance;
- (d) verifying your qualifications, licences, insurance, or compliance with safety and regulatory obligations beyond any limited checks we may choose to undertake;
- (e) the impact of environmental, weather, or external conditions on your ability to perform the booked services; or
- (f) any loss, damage, or liability you incur in connection with your services, except to the extent caused directly by our own negligence or wilful misconduct.

6.3 While we strive to maintain the integrity of the Platform, we do not guarantee uninterrupted access, error-free functionality, or the accuracy of information uploaded by Users or other Partners. You are responsible for exercising your own professional judgment when accepting or managing bookings through the Platform.

## 7. Responsibilities

7.1 As a Partner, you agree to the following:

- (a) You will provide accurate, complete, and up-to-date information when creating your Account and when publishing or updating any Listing, including details of your services, pricing, location, qualifications, and safety requirements.
- (b) You will ensure that you hold all necessary licences, permits, qualifications, and insurance coverage required to legally and safely deliver your services. You must provide satisfactory evidence of these credentials within 7 days of our written request.
- (c) If you fail to provide such proof within the required timeframe, we may suspend, restrict, or remove your Listings or Account until the requested evidence is received and verified. You acknowledge that it is your ongoing responsibility to ensure your insurance remains valid and current for the duration of your use of the Platform.
- (d) You must notify us immediately if any required licence, permit, qualification, or insurance is suspended, revoked, or expires. You acknowledge that the Platform does not verify your legal eligibility to operate, and you remain fully responsible for the legality of your business and Services.
- (e) You must deliver all booked services with reasonable care, skill, and diligence, consistent with industry standards and the descriptions provided in your Listing. This includes arriving punctually, providing and maintaining suitable equipment, complying with any local surf-school or activity-specific rules, and ensuring your instructor-to-student ratios are appropriate for safe supervision.
- (f) You must ensure that all Services are conducted safely and in compliance with all applicable laws, regulations, industry standards, and local authority requirements, including any permits or approvals required for beaches, parks, coastal areas, or other activity locations.
- (g) You must maintain a safe environment for Users and provide all required safety briefings, instructions, and equipment appropriate to the nature of the service.

- (h) You must communicate promptly and courteously with Users and with us regarding any bookings, cancellations, or issues that arise before, during, or after a scheduled service.
- (i) You must not engage in any misleading, deceptive, or unethical conduct, including false advertising, misrepresentation of qualifications, or provision of unsafe or unapproved services.
- (j) You must act professionally and respectfully towards Users and other Partners at all times, and refrain from behaviour that is discriminatory, aggressive, or otherwise harmful to others or to the reputation of the Platform.
- (k) You are responsible for ensuring that your Listings, content, and services do not infringe the rights of any third party, including intellectual property, privacy, or moral rights.
- (l) You must use the Platform in a manner that upholds the reputation, integrity, and values of Booking My Surf and the broader surfing community.
- (m) You must use the Platform honestly, fairly, and in accordance with these Terms. Any conduct that undermines the integrity, safety, or legitimate operation of the Platform is strictly prohibited.
- (n) Without limiting any other obligations under these Terms, you must not engage in, encourage, or permit any of the following:
  - (i) posting false, misleading, or fabricated reviews;
  - (ii) soliciting or incentivising Users to leave deceptive reviews;
  - (iii) discouraging Users from leaving honest reviews;
  - (iv) manipulating review scores or feedback in any way;
  - (v) attempting to arrange bookings, accept payments, or deliver services outside the Platform for the purpose of avoiding Subscription Fees or Commission Fees;
  - (vi) redirecting Users to external websites, messaging platforms, or payment channels;
  - (vii) encouraging Users to bypass the Platform for future bookings;
  - (viii) creating multiple Listings for the same service for the purpose of artificially increasing visibility;
  - (ix) publishing inaccurate, incomplete, or misleading information in any Listing;
  - (x) misrepresenting your qualifications, availability, or service offerings;
  - (xi) creating or operating more than one Partner Account without our prior written consent;
  - (xii) using multiple accounts to manipulate search results, ratings, or booking visibility;
  - (xiii) allowing others to operate your Account without authorisation;
  - (xiv) submitting false documents, claims, or information;
  - (xv) misusing payment systems or engaging in chargeback abuse; or
  - (xvi) engaging in any activity that is unlawful, deceptive, or harmful to Users or the Platform.

7.2 Where we reasonably believe you have engaged in any conduct described in clause 7.1.(n), we may, without limitation:

- (a) remove or edit Listings;
- (b) restrict your visibility or access to promotional features;
- (c) withhold payments or suspend payouts;
- (d) temporarily suspend your Account;
- (e) permanently remove you from the Platform; or
- (f) report unlawful behaviour to relevant authorities.

7.3 You must cooperate fully with any investigation conducted by the Platform relating to suspected fraud, misconduct, or abuse, including providing documents, records, communications, or other requested information.

7.4 You must establish and prominently display appropriate disclaimers and risk warnings to Users before booking confirmation. These disclaimers must:

- (a) clearly identify all material risks, hazards, age/fitness restrictions, and equipment requirements associated with your services;

- (b) comply with applicable consumer protection, health and safety, and industry-specific laws;
- (c) be prominently displayed in your Listings and communicated to Users before service commencement; and
- (d) be regularly updated to reflect changes in your services or applicable laws.

7.5 You acknowledge that inadequate disclaimers may increase your liability and do not limit your obligations under these Terms. We accept no responsibility for the adequacy or enforceability of your disclaimers.

7.6 You acknowledge and agree that you are solely responsible for maintaining the financial capacity to fulfil your refund obligations, including returning any amounts paid to you for future bookings if required. Your financial circumstances do not limit or reduce your obligations under these Terms.

7.7 You must complete all required identity and banking verification steps and ensure your payout details are accurate and up to date. The Platform may conduct background checks or other lawful verification processes to confirm your suitability, and you must cooperate with any such checks.

7.8 Where you provide Services to minors, you must comply with all child-safety laws and requirements in the jurisdiction where the Services are delivered. This includes holding and maintaining a valid Working With Children Check (or equivalent clearance), obtaining appropriate parental or guardian consent, ensuring adequate supervision at all times, and following all mandatory reporting and child-protection obligations.

7.9 Where your actions or omissions cause financial loss, create operational burden, or result in avoidable safety or service issues, you may be required to compensate the Platform for reasonable costs arising from such conduct. These costs may include amounts related to excessive refunds, safety incidents, property damage caused by negligence, or dispute-resolution expenses attributable to your breach of these Terms.

## **8. Safety & Risk Management**

8.1 You must ensure that all Services are conducted in a safe, controlled, and professionally managed environment.

8.2 You are solely responsible for assessing the conditions, risks, and operational requirements applicable to each activity and for taking all reasonable steps to safeguard the health, safety, and welfare of Users and third parties.

8.3 You must implement, maintain, and follow appropriate safety protocols for all activities you conduct, which must include:

- (a) conducting a pre-session safety briefing covering hazards, emergency procedures, and required conduct;
- (b) undertaking a pre-activity risk assessment, including conditions, User experience level, and suitability of the location;
- (c) monitoring weather, surf, tide, visibility, water quality, and environmental conditions before and during the activity; and
- (d) ensuring that all activities are conducted within acceptable safety margins based on recognised industry standards for water-based and outdoor activities.

8.4 You must:

- (a) ensure all equipment supplied by you is safe, fit for purpose, regularly maintained, and suitable for the User's age, size, weight, and skill level;
- (b) inspect equipment before each session for damage, wear, or defect;
- (c) promptly withdraw unsafe or unsuitable equipment from use; and
- (d) ensure Users are provided with appropriate safety equipment (including but not limited to leg ropes, flotation devices, helmets, wetsuits, or protective gear) where required.

8.5 You warrant that you, and any personnel engaged by you:

- (a) hold and maintain all certifications, accreditations, and qualifications required to legally conduct the Services, including surf instruction, water safety, first aid, CPR, or equivalent local requirements;
- (b) comply with all industry standards for instructor-to-student ratios, supervision, and student engagement; and

- (c) possess the necessary skills and experience to safely deliver the activities you list on the Platform.
- 8.6 You must assess each User’s suitability to participate, taking into account their age, experience, swimming ability, fitness level, disclosed medical conditions, behaviour, intoxication, or any other factor relevant to their ability to participate safely. You may refuse participation where you reasonably consider that the User, the environment, the equipment, or any other circumstance poses a safety risk.
  - 8.7 You must not conduct any activity where conditions are unsafe. If at any time weather, surf, tides, visibility, environmental factors, or equipment conditions deteriorate or present unacceptable risk, you must immediately modify, postpone, relocate, or cancel the activity.
  - 8.8 Safety-related cancellations must be reported to the Platform as soon as practicable and will be managed in accordance with the Platform Cancellation and Refund Policy. During activities, you must remain vigilant in monitoring conditions and must take all reasonable steps to prevent, manage, and respond to foreseeable risks.
  - 8.9 You must promptly report to the Platform any incident, accident, injury, near-miss, equipment failure, medical event, or safety concern associated with the Services. Serious incidents must be reported immediately, while all other safety-related events must be reported within **24 hours**. Upon request, you must provide the Platform with relevant information including User statements, witness details, photographs, incident reports, accident forms, and any other documentation reasonably required to assess the incident or support insurance, regulatory, or legal processes.
  - 8.10 You are responsible for maintaining appropriate emergency procedures and equipment, including accessible first-aid supplies and reliable means of communication. You must provide reasonable first-aid assistance to any User who requires it, follow location-appropriate emergency protocols, and contact emergency services where necessary. You must maintain an accessible mobile phone or communication device at all times during service delivery, ensure first-aid supplies are current and fit for purpose, and have readily available emergency contact information for local emergency services, marine rescue, or other relevant authorities.
- 9. Payment**
- 9.1 You must pay the fees applicable to your subscription to access and use the Services on the Platform as notified by us from time to time (“**Subscription Fee**”).
  - 9.2 Subscription Fee must be paid in advance for the selected Subscription Period, which commences on the date you sign up for the Services (“**Billing Start Date**”). In the event of a payment failure, you will be notified and must rectify the issue within 7 days to avoid suspension of access or subscription downgrade. The Platform reserves the right to charge a late fee of **2% per** month on overdue amounts.
  - 9.3 All bookings made by Users through the Platform are subject to a standard 15% commission (“**Commission Fee**”), which is automatically deducted from the total booking amount before payment is remitted to you.
  - 9.4 The applicable Commission Fee covers access to and use of the Platform and associated Services, including (without limitation) secure online booking and payment processing, customer support and dispute management, marketing and promotional activities undertaken by the Platform, listing creation and management tools, category placement and visibility within the Platform, access to a surf-focused user audience, and dashboard functionality for booking management and analytics. You acknowledge that the scope, availability, and configuration of these services may vary from time to time and by Subscription Plan, and that no particular level of exposure, marketing outcome, or booking volume is guaranteed.
  - 9.5 Payment timing for Partner earnings follows a tiered approach based on your booking history with the Platform:
    - (a) **Provisional Period (First Three Bookings):** For your first three (3) confirmed bookings through the Platform, all payments made by Users will be securely processed by the Platform’s nominated Payment Processor and temporarily held by the Platform. Payment will only be released to you after the relevant service has been fully delivered and service completion has been confirmed through the Platform. Subject to these Terms, including any dispute, cancellation, refund request, chargeback, or investigation, amounts payable to you (less



the applicable Commission Fee and any other amounts owed to the Platform) will be disbursed within 1 to 5 business days following confirmation of service completion. You will receive an email notification once payment has been successfully processed and disbursed.

- (b) Established Period (Fourth Booking Onwards): Once you have successfully completed three (3) bookings without material disputes or safety issues, you will transition to the following advance payment model for all subsequent bookings, subject to these Terms:
- (i) Initial Release on Booking Confirmation: Upon booking confirmation, the Platform will release an initial portion of the booking value to you as follows:
    - A. 10% where the booking is made more than sixty (60) days prior to the scheduled service date; or
    - B. 15% where the booking is made sixty (60) days or less prior to the scheduled service date.
  - (ii) Pre-Service Release: An additional 20% to 25% of the booking value will be released to you between ten (10) and seven (7) days prior to the scheduled service date, such that you will receive a total of 35% of the booking value prior to service delivery. You will receive an email notification once each payment is successfully processed and disbursed.
  - (iii) Final Release Following Service Completion: The remaining balance of the booking value will be released to you within one (1) to five (5) business days after the relevant service has been fully delivered and service completion has been confirmed through the Platform. The final payment will be issued less the applicable 15% Commission Fee and any other amounts payable under these Terms.

9.6 The transition from Provisional Period to Established Period status occurs automatically upon successful completion of your third booking. We reserve the right to:

- (a) delay or refuse the transition to advance payments if there are outstanding disputes, safety concerns, or repeated cancellations during your Provisional Period ;
- (b) revert an Established Period back to post-service payments if significant issues arise, including but not limited to excessive chargebacks, safety violations, or material breaches of these Terms; and
- (c) require additional verification or documentation before approving advance payment privileges. We may withhold or delay payment where a dispute, complaint, or investigation is pending, or where we reasonably believe that withholding payment is necessary to protect the interests of Users or the Platform.

9.7 In addition, any outstanding Subscription Fee or other amounts owed to us under these Terms may be deducted from your payable balance or any future payments due to you through the Platform.

9.8 All payments must be made in either US Dollars (USD) or Australian Dollars (AUD) as required by us, using the secure payment methods available on the Platform, which may include Visa, MasterCard, American Express, Apple Pay, Google Pay, or other methods as notified by us.

9.9 Where Subscription Fees are payable on a recurring basis, such as monthly or annually, you expressly authorise us to automatically charge your nominated payment method for each Service Fee as it becomes due, without the need for further authorisation from you.

9.10 You acknowledge and agree that you have read, understood and agree to be bound by the terms and conditions of any third-party payment processor or gateway used in connection with the Platform. These terms are available on the relevant third party's website.

9.11 You are solely responsible for all chargebacks, payment disputes, and reversals relating to your services, regardless of cause. You must reimburse us for the full chargeback amount plus any associated fees within 7 days of demand. We may deduct chargeback amounts and fees from your account balance or future payments. You must cooperate fully with any chargeback dispute process. Excessive chargebacks may result in account suspension or payment restrictions.

9.12 We do not operate a trust account and are not a financial services provider. All funds are collected, held, and remitted in accordance with these Terms and our payment processing arrangements. We are not liable for any delay, error, or failure in payment transmission caused by third-party systems, except to the extent directly resulting from our own negligence or wilful misconduct.

- 9.13 The Platform reserves the right to hold, delay, or withhold payment of funds under the following conditions:
- (a) where there is a reasonable suspicion of fraud, breach of these Terms, or unlawful activity;
  - (b) during the investigation of a User complaint or dispute relating to the Services provided;
  - (c) where a chargeback, payment reversal, or refund claim has been initiated;
  - (d) where you have failed to provide required documentation or information;
  - (e) where your Account is under review, suspended, or subject to termination proceedings; or
  - (f) as required by law or court order. Where payments are held or delayed, we will notify you of the reason and the expected duration where reasonably practicable. Funds may be held for up to 90 days pending resolution of the matter. You acknowledge that we may offset any amounts owed to us, including unpaid fees, refunds, chargebacks, or damages, against funds held on your behalf.
- 9.14 You are responsible for any banking or transaction fees, administrative fees, or other charges incurred as a result of refunds, failed transactions, or reversals initiated by your payment provider.
- 9.15 You are responsible for determining, collecting, reporting, and remitting all applicable taxes arising from your use of the Platform and provision of Services, including but not limited to income tax, goods and services tax (GST), value-added tax (VAT), and any other sales or transaction taxes. You acknowledge that the Platform does not provide tax advice and that you should consult with a qualified tax professional regarding your tax obligations. The Platform may be required to report transaction information to tax authorities in accordance with applicable law. You agree to provide any tax documentation reasonably requested by us, including tax identification numbers or exemption certificates. We reserve the right to withhold payments or deduct amounts as required by law to comply with tax withholding obligations.
- 9.16 We reserve the right to vary the Subscription Fee from time to time. Where we do so, we will provide you with reasonable prior notice. If you do not agree to the updated Service Fee, you may choose to cancel your access before the change takes effect in accordance with clause 19 (Termination).
- 9.17 If you become, or are reasonably suspected to become, insolvent, bankrupt, unable to pay your debts as they fall due, or subject to any insolvency event (including liquidation, administration, or receivership):
- (a) we may immediately suspend or withhold all payouts owing to you;
  - (b) any amounts previously paid to you for upcoming or future bookings must be reimbursed to the Platform to enable refunds to Users;
  - (c) we may deduct any refundable amounts from funds held, future payouts, security deposits, or other sums payable to you;
  - (d) you remain fully responsible for refunding Users for undelivered services, regardless of your financial circumstances; and
  - (e) the Platform is not liable for any loss suffered by Users arising from your insolvency, and you indemnify the Platform for all losses, claims, or liabilities arising from such events.
- 9.18 An insolvency event constitutes a material breach of these Terms and may result in immediate suspension or termination of your Account.

## **10. Cancellation by You of Confirmed Bookings**

- 10.1 Once a booking is confirmed via the Platform, a binding contract is formed directly between you and the User for the selected Service. You acknowledge that we are not a party to that contract but that all cancellations and refund entitlements are administered in accordance with our Platform Cancellation and Refund Policy, as published on the Platform from time to time.
- 10.2 You must not cancel a confirmed booking except in genuine emergencies or unavoidable circumstances. If you are unable to deliver a confirmed Service, you must notify both the User and the Platform as soon as possible and, where practicable, no later than 24 hours before the scheduled start time.
- 10.3 To maintain service reliability on the Platform, you must not engage in excessive cancellations. The following conduct constitutes a material breach of these Terms:

- (a) more than 2 Partner initiated cancellations in any calendar month, except where cancellations fall within clause 10.2;
  - (b) repeated cancellations, irrespective of notice periods; or
  - (c) cancellation patterns that, in our reasonable opinion, adversely impact User experience or Platform confidence.
- 10.4 Failure to comply with clause 10.2 or 10.3, including cancellation with insufficient notice or without valid justification, may result in:
- (a) temporary suspension of your Account;
  - (b) removal or restriction of Listings;
  - (c) reduced visibility, booking priority, or promotional opportunities on the Platform; or
  - (d) permanent removal from the Platform in the case of serious or repeated breaches.
- 10.5 Where you cancel a confirmed booking, the User will be entitled to receive either:
- (a) a 100% refund to the User's original payment method; or
  - (b) a full-value Booking My Surf voucher, at the User's choice.
- 10.6 The Platform may deduct an administrative fee and may retain or adjust the Commission Fee to cover operational and processing costs. Repeated Partner cancellations may result in penalties, reduced visibility, suspension, or removal from the Platform in accordance with these Terms.
- 10.7 Cancellations initiated by Users will be managed according to our Platform Cancellation and Refund Policy below. You agree to comply with and honour all such policies, including any entitlement for partial or full refunds to Users as determined by the Platform.
- 10.8 If a Service cannot proceed due to unsafe weather, surf conditions, or other force majeure events, you must immediately inform the User and the Platform. In such cases, the Platform may, at its discretion, facilitate either a rescheduled session or a refund to the User, in accordance with clause 11.
- 10.9 Where a refund or voucher is approved, refunds will be processed by the Platform in accordance with the Refund Processing Method. The Platform reserves the right to retain the Commission Fee as an administrative fee to cover operational and processing costs associated with the cancelled booking.
- 10.10 The Platform reserves the right to deactivate or restrict your Account if we reasonably believe that your cancellation behaviour adversely affects Users or the reputation of the Platform.

## **11. Platform Cancellation and Refund Policy**

11.1 This Cancellation and Refund Policy apply to all bookings made through the Booking My Surf platform ("Platform"). This policy sets out the rights and obligations of Users and Partners regarding cancellations and refunds. You as the Partner must adhere to this policy regardless of your own cancellation policies.

### **11.2 User-Initiated Cancellations**

- (a) Cancellation More Than Thirty (30) Days Before Service
  - (i) Users may cancel a booking more than thirty (30) days before the scheduled service commencement date.
  - (ii) The User will be eligible to receive a Booking My Surf voucher equal to 100% of the booking value paid (less applicable taxes).
  - (iii) The voucher may be redeemed for any eligible service available on the Platform and will be valid for twelve (12) months from the date of issue.
  - (iv) No cash refunds will be issued for cancellations falling within this clause.

- (b) Cancellation Between Thirty (30) and Seven (7) Days Before Service
  - (i) Users may cancel a booking between thirty (30) and seven (7) days before the scheduled service commencement date.
  - (ii) The User will be eligible to receive a Booking My Surf voucher equal to eighty percent (80%) of the booking value paid (less applicable taxes).
  - (iii) The voucher may be redeemed for any eligible service available on the Platform and will be valid for twelve (12) months from the date of issue.
  - (iv) No cash refunds will be issued for cancellations falling within this clause.
- (c) Cancellation Between Seven (7) and Two (2) Days Before Service
  - (i) Users may cancel a booking between seven (7) and two (2) days before the scheduled service commencement date.
  - (ii) The User will be eligible to receive a Booking My Surf voucher equal to sixty-five percent (65%) of the booking value paid (less applicable taxes).
  - (iii) The remaining thirty-five percent (35%) of the booking value will be retained to reflect amounts already released to the Partner and administrative and operational costs incurred by the Platform.
- (d) Cancellation Less Than Forty-Eight (48) Hours Before Service
  - (i) Where a User cancels a booking less than forty-eight (48) hours before the scheduled service commencement date, no refund or voucher will be issued.
  - (ii) The full booking amount will be deemed forfeited in recognition of the Partner's commitment to prepare for and deliver the service.
- (e) No-Show
  - (i) Where a User fails to attend a scheduled service without prior notice, no refund or voucher will be issued.
  - (ii) The Partner will receive payment in accordance with the applicable payment schedule set out in clause 9, subject to the Platform's rights under these Terms.

### 11.3 Medical Cancellations

- (a) Medical Cancellation Eligibility
  - (i) Where a User is unable to attend a scheduled service due to a verified medical condition, the Platform may, at its discretion, issue the User with a Booking My Surf voucher equal to one hundred percent (100%) of the booking value paid, less any applicable taxes, regardless of when the cancellation occurs.
- (b) Required Medical Evidence
  - (i) To be eligible for a medical cancellation under this clause, the User must provide valid medical documentation, which may include a medical certificate, doctor's letter, or hospital or clinic documentation.
- (c) Minimum Documentation Requirements
  - (i) Any medical documentation submitted must clearly:
    - A. confirm the existence of the relevant medical condition;
    - B. state that the User was unable to attend the booked service; and
    - C. include the date of issue of the documentation.
- (d) Submission Timeframe
  - (i) Medical documentation must be submitted to the Platform within twelve (12) days of the scheduled service date, unless otherwise approved by the Platform in writing.
- (e) Verification and Discretion

- (i) The Platform reserves the right to verify any medical documentation provided and to refuse a refund or voucher where the documentation is incomplete, unclear, unverifiable, or does not reasonably support the cancellation.
- (f) Fraudulent Documentation
  - (i) Where the Platform reasonably determines that medical documentation is fraudulent, altered, or misleading, no refund or voucher will be issued, and the Platform may suspend or terminate the User's Account in accordance with these Terms

#### 11.4 Weather And Safety Cancellations

- (a) A booking may be cancelled where a service cannot reasonably proceed due to unsafe conditions, including (without limitation):
  - (i) Dangerous weather conditions;
  - (ii) Unsafe surf conditions; or
  - (iii) Other safety-related concerns beyond reasonable control.
- (b) Refund Entitlements
  - (i) Where a booking is cancelled due to unsafe conditions:
    - A. the Partner may, where reasonably practicable, offer the User an alternative date or time for the service;
    - B. where rescheduling is not reasonably possible, the Platform may determine the appropriate resolution on a case-by-case basis, including the issue of a Booking My Surf voucher in accordance with this Cancellation and Refund Policy; and
    - C. no penalty will apply to the Partner's Account in respect of cancellations made under this clause.
  - (ii) The Platform may, at its discretion, waive or adjust the Commission Fee and Partner payouts in connection with cancellations under this clause, having regard to amounts already released, operational costs incurred, and the circumstances of the cancellation.

#### 11.5 Force Majeure Events

- (a) A Force Majeure Event means circumstances beyond reasonable control, including (without limitation):
  - (i) natural disasters or extreme weather events;
  - (ii) government restrictions, lockdowns or regulatory actions;
  - (iii) public health emergencies; or
  - (iv) transport strikes or major infrastructure failures.
- (b) Where a booking cannot proceed due to a Force Majeure Event, the Platform may determine the appropriate resolution on a case-by-case basis, taking into account the nature of the event, the timing of the cancellation, and amounts already released to the Partner.
- (c) Unless the Platform determines otherwise, the default resolution for a Force Majeure Event will be the issue of a Booking My Surf voucher equal to one hundred percent (100%) of the booking value paid, less any applicable taxes, which may be redeemed for an eligible service on the Platform.
- (d) Notwithstanding clause 11.5(c), the Platform may, at its discretion:
  - (i) facilitate alternative arrangements, including rescheduling of the service;
  - (ii) issue a refund or partial refund; or
  - (iii) waive or adjust Commission Fees and Partner payouts where reasonably necessary.

## 12. Refunds of Subscription Fees

- 12.1 Subscription Fees are generally non-refundable, except where required by law. By subscribing to any Subscription Plan, you acknowledge that the Subscription Fee is payable for access to the Platform and its associated tools, regardless of whether you actively use the Services during the Subscription Period.
- 12.2 You may submit a written request to the Platform for a refund of all or part of your Subscription Fee ("**Subscription Refund Request**") only in the following limited circumstances:
- (a) A Subscription Fee was charged in error due to:
    - (i) a duplicate payment;
    - (ii) an incorrect billing amount;
    - (iii) a technical malfunction in the payment system; or
    - (iv) a subscription renewal that occurred after you submitted a valid cancellation notice in accordance with these Terms.
  - (b) You may request a refund where the Platform has:
    - (i) been unavailable or non-functional for a substantial, continuous period that materially affects your ability to receive bookings; or
    - (ii) failed to provide the core features of your Subscription Plan, and we agree that the failure was significant and not attributable to scheduled maintenance, emergency outages, third-party issues, or your own device, network, or account settings.
  - (c) You may request a refund where you unintentionally selected or upgraded to the wrong Subscription Plan and you notify us within 48 hours of the charge.
  - (d) Nothing in these Terms limits your rights under the Australian Consumer Law, including entitlements relating to major failures, misrepresentations, or unlawful charges.
- 12.3 All Subscription Refund Requests are assessed on a case-by-case basis. The Platform may approve or decline a request at its sole discretion, except where required by law.
- (a) A Subscription Refund will not be provided where:
    - (i) you change your mind about using the Platform;
    - (ii) you no longer require the Services;
    - (iii) your business circumstances change, including a lack of bookings;
    - (iv) you fail to access or use the Platform during the Subscription Period; or
    - (v) your Account is suspended or terminated due to a breach of these Terms.
- 12.4 All approved refunds will be returned to the original payment method used at the time of purchase. Certain payment processors (including PayPal and Stripe) may deduct refund processing fees or may not refund their original transaction fees.
- 12.5 You acknowledge that any payment processor fees associated with a Subscription Refund are your sole responsibility. The Platform will deduct any such fees from the refundable amount or from any future payout owed to you.
- 12.6 No bank fees or third-party processing fees will be refunded.
- 12.7 Where a Subscription Refund Request is approved, refunds will generally be processed within 5–10 business days, subject to delays by Stripe, PayPal, or your financial institution.

### **13. Refund Processing Method**

- 13.1 All refunds payable to Users, whether arising from cancellations, service issues, Subscription Refund Requests, or any other reason are processed exclusively by the Platform. Partners must not issue refunds directly to Users under any circumstances.
- 13.2 Where a refund is approved and the Platform has already remitted all or part of the relevant payment to the Partner, the Partner must reimburse the Platform for the refundable amount. The Platform will then refund the User.
- 13.3 The Partner must reimburse the Platform within the timeframe specified by us or, where applicable, we may deduct the refundable amount from:
- (a) any future payout owing to the Partner; or
  - (b) any balance held in the Partner's Platform account.
- 13.4 Refunds can only be issued from monies actually received by the Platform. If payment processors or financial institutions withhold, deduct, or fail to return their fees, such fees are not refundable, and the refundable amount will be reduced accordingly.
- 13.5 Partners must not:
- (b) transfer funds directly to Users;
  - (c) offer off-platform refunds, credits, or compensation; or
  - (d) circumvent the Platform's refund system in any way.
- 13.6 Any breach of this clause constitutes a material breach of these Terms.
- 13.7 Where a User initiates a chargeback or payment dispute, the Partner remains responsible for reimbursing the Platform for any refunded amount, chargeback fees, penalties, or associated costs incurred by the Platform.

### **14. Intellectual Property**

- 14.1 Where you upload, post, transmit or share any content through the Platform, including but not limited to your business name, logo, service descriptions, pricing, photographs, reviews, messages, or other materials ("**Content**"), you grant to us a non-exclusive, transferable, perpetual, royalty-free, irrevocable and worldwide licence to host, use, reproduce, publish, adapt, distribute, transmit, display and sublicense that Content for the purposes of operating, promoting and improving the Platform and the Services.
- 14.2 You acknowledge and agree that we may use your business name, listings, images or feedback (in de-identified or promotional form) for marketing purposes, including on our website, social media channels, mobile application, and other promotional materials, unless you notify us otherwise in writing.
- 14.3 You may opt out of having your business name, images or feedback used in marketing or promotional materials by providing us with written notice via email to [admin@bookingmysurf.com](mailto:admin@bookingmysurf.com). We will use reasonable efforts to cease further promotional use of your materials within 30 days of receiving such notice, without affecting any materials already published prior to that date.
- 14.4 All rights, title and interest in and to the Platform, including all intellectual property, content, design, graphics, software, and other materials made available through it, remain owned by us or our licensors at all times. You must not copy, reproduce, modify, distribute or create derivative works based on any part of the Platform or its content without our prior written consent.
- 14.5 You warrant that you own, or have obtained all necessary rights, licences, permissions, and consents to upload, publish, and use any Content you provide on the Platform. You warrant that your Content does not infringe the intellectual property, privacy, publicity, moral, or other rights of any third party. If any Content is alleged to infringe third-party rights, you must immediately remove or replace it upon our request. You agree to indemnify the Platform for all loss,

costs, damages, or claims arising from any actual or alleged infringement of intellectual property or other rights in connection with your Content.

## **15. Confidentiality**

- 15.1 You must keep confidential all non-public information you obtain through your use of the Platform, including our internal processes, pricing structures, business methods, documentation, technical information, security systems, and any other commercially sensitive information (“**Confidential Information**”).
- 15.2 You must not disclose Confidential Information to any third party, nor use it for any purpose other than providing Services through the Platform. You must take all reasonable steps to safeguard Confidential Information against unauthorised use, copying, or disclosure. These obligations apply during your use of the Platform and continue indefinitely after termination of your Account.
- 15.3 We may disclose Confidential Information to our employees, subcontractors, service providers, and Payment Processors where necessary for the operation of the Platform, provided they are bound by confidentiality obligations.

## **16. Privacy**

- 16.1 We respect your privacy and handle your personal data in accordance with our Privacy Policy, which can be accessed at [\[insert\]](#). By using the Platform, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

## **17. General Disclaimer**

- 17.1 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 17.2 Subject to this clause, and to the extent permitted by law all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded.
- 17.3 We do not provide, manage, or deliver any surf instruction, accommodation, photography, tours, equipment hire, or other surf-related services. The Platform merely facilitates the creation of Listings, communication, and bookings between you and Users.
- 17.4 You acknowledge that any arrangements, obligations, disputes, or issues that arise between you and a User are solely between those parties, and that we will not be liable for any loss, damage, cost, claim, or liability arising in connection with such matters, except to the extent caused directly by our own negligence or wilful misconduct.

## **18. Limitation of Liability**

- 18.1 To the extent permitted by law, both parties total aggregate liability arising out of or in connection with your use of the Platform or these Terms, however arising, including under contract, tort (including negligence), statute or otherwise, will not exceed the greater of the total amount of Subscription Fee paid by you to us in the 12 months preceding the event giving rise to the liability.
- 18.2 You agree that neither party will be liable for (i) loss or corruption of data, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.
- 18.3 You acknowledge and agree that we, our directors, officers, employees, agents, and affiliates are not liable for any claims, actions, suits, demands, costs, expenses, or damages arising out of or in connection with any booking made by a User, or any loss, cancellation, or dispute relating to a service you provide. This includes, without limitation, any injury, property damage, theft, or loss suffered by a User or third party during or in connection with your service. You hereby release and waive any claims against us for such matters, except to the extent caused directly by our own negligence or wilful misconduct.



18.4 Nothing in this agreement excludes or limits our liability for:

- (a) Death or personal injury caused by our negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

**19. Termination of Contract**

19.1 The Terms will continue to apply until terminated by either party as set out below.

19.2 Termination of Subscription

- (a) If you hold a Pro or Premium Subscription Plan, you may terminate your Subscription after completing the applicable Minimum Term by providing at least 4 weeks' written notice to the Platform. Upon termination, your Subscription will automatically downgrade to the Free Plan, and only the features of the Free Plan will apply from the effective date of termination.
- (b) We may terminate, suspend, or downgrade your Subscription Plan (including reverting you to the Free Plan) where:
  - (i) you fail to pay any Subscription Fees when due;
  - (ii) you request changes to your Account that affect your Subscription status;
  - (iii) your Subscription Plan is discontinued or materially altered;
  - (iv) your Subscription Refund Request is approved; or
  - (v) we reasonably believe continuation of your paid Subscription Plan is no longer commercially viable.
- (c) Termination, cancellation, or downgrade of a Subscription Plan does not terminate your Account or remove your Service Listings unless separately terminated under clause 19.3 (Termination of Service Listings and Platform Access).
- (d) Termination of your Subscription will not entitle you to a refund of any Subscription Fees already paid unless expressly permitted under these Terms or required by law.

19.3 Termination of Service Listings and Platform Access

- (a) You may terminate your Account and all associated Service Listings by providing at least 4 weeks' written notice to the Platform and submitting a request to close your Account (where that option is available).
- (b) Your notice must be provided in writing via the 'Contact Us' link or by email to [admin@bookingmysurf.com](mailto:admin@bookingmysurf.com)
- (c) If you request termination of your Account and you have one or more upcoming or future bookings:
  - (i) you must notify the Platform of all affected bookings;
  - (ii) you remain responsible for delivering the booked Services unless you are unable to do so for reasons permitted under these Terms (including emergency, safety, or force majeure circumstances);
  - (iii) where you are unable to deliver a booked Service, you must provide valid reasons for non-performance;
  - (iv) all funds previously paid to you for such bookings must be reimbursed to the Platform before termination of your Account will be processed. The Platform will issue all refunds to Users in accordance with the Refund Processing Method; and
  - (v) your Account will not be closed until all required reimbursements have been received. We may deduct such amounts from any future payout owing to you.

19.4 If your termination affects an active or future booking, the Platform will take reasonable steps to assist the User by reallocating the booking to another suitable Partner. Reallocation will only proceed where the User agrees to the reassignment. If no suitable Partner is available, or the User declines reassignment, the booking will be cancelled and refunded in accordance with the Platform Cancellation and Refund Policy.

19.5 We may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) we are required to do so by law;
- (c) if your conduct impacts our name or reputation or violates the rights of those of another party;
- (d) there are serious or repeated breaches of safety requirements or providing unsafe or unlicensed services;
- (e) any conduct that poses an immediate risk to Users, the Platform's reputation, or its operations; or
- (f) the provision of the Services to you by us is, in our opinion, no longer commercially viable.

19.6 Upon termination of these Terms,

- (a) your partnership will be revoked, and you will no longer have any right to use the Services;
- (b) all Service Listings will be removed;
- (c) any active or pending bookings will be cancelled in accordance with our cancellation and refund policy;
- (d) any outstanding owed to us, including unpaid Subscription Fees, Commission Fees, reimbursement obligations, chargebacks, or penalties, will become immediately due and payable; and
- (e) you will lose access to your Partner Account and any associated data upon termination. We are not required to provide ongoing access to your booking, payout, or account information after termination.

19.7 We may retain your personal information, booking records, financial information, communications, incident reports, and other data to the extent required for legal, tax, regulatory, insurance, fraud-prevention, or dispute-resolution purposes. Where appropriate, we may retain anonymised or aggregated data indefinitely. All retained data will be handled in accordance with our Privacy Policy.

19.8 Termination of your Account does not entitle you to a refund of any Subscription Fees, Commission Fees, or other amounts already paid, except as expressly permitted under these Terms or required by law.

19.9 Clauses which by their nature are intended to survive termination will continue to apply after termination, including without limitation those relating to intellectual property, confidentiality, payment and reimbursement obligations, refunds, limitation of liability, indemnity, dispute resolution, governing law and jurisdiction.

## **20. Re-Registration and Account Restrictions**

20.1 If your Account is terminated in accordance with clause 19, you may only reapply to use the Platform with our prior written approval. Any re-application is subject to our onboarding requirements and may require updated licences, permits, qualifications, or insurance. We may refuse a re-application at our discretion.

20.2 Where your Account was terminated due to breach, misconduct, safety concerns, or repeated cancellation issues, we may impose a blackout period during which you are prohibited from creating a new Account or registering under a different business name. Any attempt to bypass a blackout period is a material breach of these Terms.

## **21. Indemnity**

21.1 You agree to indemnify us and our affiliates, employees, directors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) arising out of or in connection with:
  - (i) your use of the Platform or the Services;
  - (ii) any service you provide or fail to provide to Users through the Platform;
  - (iii) any Listing you create or any service you provide to Users through the Platform;
  - (iv) any representations, warranties, or statements you make regarding your services, qualifications, or business;
  - (v) any injury, death, property damage, or other harm suffered by any User or third party in connection with your services;
  - (vi) any content, information, image, description, or communication you upload, post, or share through the Platform;

- (vii) any negligent, reckless, or intentional acts or omissions by you or anyone acting on your behalf;
- (viii) any failure to maintain adequate insurance, licensing, permits, or qualifications required for your services;
- (ix) any dispute, complaint, or legal action brought by any User or customer regarding your services; or
- (x) any cancellation, non-performance, or delay in providing a confirmed service;
- (xi) any failure by you to comply with any applicable law, regulation, permit, licence, industry standard, safety requirement, or regulatory obligation relevant to your business or the Services you provide, including but not limited to consumer protection laws, tourism and outdoor activity regulations, instructor or guide accreditation requirements, and any local council, beach, park, or land-use permits required for the conduct of your activities.; or
- (xii) any breach by you of these Terms, or the rights of a third party.

## **22. Dispute Resolution Between Users and Partners**

- 22.1** If a dispute arises between you and a User in relation to a booking, payment, service delivery, cancellation, safety concern, or any other issue connected with your Services, you must first make genuine and reasonable efforts to resolve the matter directly with the User.
- 22.2** You must respond to the User's complaint within 48 hours, communicate clearly and professionally, and attempt to reach a fair and commercially reasonable outcome based on the circumstances. Nothing in this clause prevents either party from seeking urgent interlocutory relief.
- 22.3** These Terms are governed by the laws of Queensland, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.
- 22.4** Although the Platform may be accessed in Australia and overseas, we make no representations or warranties that the Platform, its content, or the Services comply with the laws of any country outside Australia. If you access the Platform from outside Australia, you do so at your own risk and are solely responsible for ensuring compliance with all local laws in the place where you are located.
- 22.5** If the dispute cannot be resolved directly between you and the User, the Platform may, but is not obliged to, assist in reviewing the matter. Where we become involved, you must provide all relevant information, evidence, and documentation we reasonably request, including booking details, communications, photographs, service records, incident reports, or any other materials needed to assess the dispute. You must provide such information within 3 business days of our request, unless otherwise agreed.
- 22.6** The Platform may make a determination for the purpose of facilitating refunds, rescheduling, partial refunds, credits, or administrative adjustments in accordance with these Terms. You acknowledge that the Platform's decision is final for the purposes of processing payments, refunds, or deductions through the Platform. Nothing in this clause prevents either party from pursuing their rights under applicable law; however, you must continue to comply with any refund, reimbursement, or information-providing obligations imposed under these Terms while the matter is being resolved.

## **23. We may make changes to these Terms**

- 23.1** We amend these Terms from time to time. Each time you use the Platform, you should review the current version of the Terms to ensure you understand the terms that apply at that time. Continued use of the Platform after any amendments constitutes your acceptance of the revised Terms.
- 23.2** These Terms were most recently updated on 3 November 2025
- 23.3** We may update and change our Terms from time to time to reflect changes to our users' needs, changes in law and our business priorities.

**24. We may suspend or withdraw our Platform**

24.1 We do not guarantee that the Services, our Platform, or any content on it, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Platform or the Services for business or operational reasons, including maintenance, updates, or system improvements. Where possible, we will provide you with reasonable notice of any suspension, restriction or withdrawal of the Platform or Services.

**25. We are not responsible for viruses**

25.1 We do not guarantee that our Site will be secure or free from bugs or viruses or any other type of malicious code or software.

25.2 You are responsible for configuring your technology to access our Site. You should use your own antivirus software.

**26. We are not responsible for websites we link to**

26.1 Where our Site contains links to other sites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only and you access third party websites subject to the terms and conditions for those websites.

**27. General**

27.1 **Jurisdiction:** These Terms are governed by the laws of Queensland. You irrevocably and unconditionally submit to the exclusive jurisdiction of the Queensland courts. Although the Course may be accessed throughout Australia and overseas, we make no representations or warranties that its content, or the Products, comply with the laws (including intellectual property laws) of any country outside Australia. If you access the Platform from outside Australia, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located. This clause survives termination of these Terms.

27.2 **English language:** These Terms are prepared in English. If these Terms are translated into any other language, the English version will prevail to the extent of any inconsistency or ambiguity. Where there is any dispute about interpretation or meaning, the English version will be the authoritative version.

27.3 **Force majeure:** If we are unable to perform in whole or in part, any obligation under these Terms as a result of any fact, circumstance or matter beyond our control, we are relieved of that obligation to the extent and for the period that we are unable to perform the obligation. You agree that we will not be held liable for any delay or failure in performance of any part of the Services.

27.4 **Severability:** Any provision of these Terms which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of the Terms.

27.5 **Relationship:** These Terms do not confer an agency, partnership, joint venture, or employee-employer relationship between us and you or any other party unless expressly stated otherwise.

27.6 **Entire agreement:** These Terms form the entire agreement between the parties in relation to the Services. It replaces any earlier agreements, representations or discussions.

27.7 **Assignment:** Unless the Terms expressly provides otherwise, no party may assign, transfer or deal with their rights or obligations under the Agreement without the prior written consent of the other party. Such consent must not be unreasonably withheld.