

END USER LICENCE AGREEMENT

THIS IS A BINDING AGREEMENT between EventsHelper Pty Ltd ABN 54 631 694 794 (**us**) and any person or entity (**you**) who registers an Account on the EventsHelper Platform.

In consideration of your access to and/or use of your Account on the EventsHelper Platform and the Services, you agree to abide, and be bound, by the terms and conditions set out in these terms.

1. DEFINITIONS

In these terms:

Account means an account registered by a Client or a Helper on the EventsHelper Platform under clause 3.

Agreement means any written contract between a Client and a Helper in respect of the performance of and payment for a Job, which will be;

- (a) by default, the standard agreement generated by EventsHelper; or
- (b) otherwise any separate written agreement between the parties, which is uploaded onto the Platform.

Booking Fee means the transaction fees charged by us to Clients for any Booking made on the EventsHelper Platform, which equates to 10% of the Helper Fee.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in South Australia, Australia.

Client means any person or entity, or its duly authorised agents or representatives, registered to use the EventsHelper Platform for the purpose of engaging Helpers to complete Jobs.

Content means any data, text, files, information, user names, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or material posted to the EventsHelper Platform.

EventsHelper Platform means the website located at www.eventshelper.com.au.

Helper means any person or entity registered to use the EventsHelper Platform for the purpose of engagement to complete a Job.

Helper Fee means the fees charged by a Helper to a Client for undertaking a Job, as specified in the relevant agreement.

Intellectual Property Rights means all intellectual property rights, including patents, copyright, rights in circuit layouts, registered and unregistered designs, moral rights, registered and unregistered trademarks, service marks, trade names and any right to have confidential information kept confidential (together with any application or right to apply for registration of any such rights).

Job means the service(s) to be provided by a Helper to the Client in relation to a Client's event.

Payment Platform means the payment platform operated by the third-party payment service provider, Stripe Payments Australia Pty Ltd (ABN 66 160 180 343) (**Stripe**) on the Platform.

Services means the services as more fully described in clause 4.

Service Fee means the fee charged by EventsHelper to Helpers for the provision of the Platform which equates to 10% of the Helper Fee plus any additional fees charged by Stripe for the use of its Payment Platform.

2. INTERPRETATION

In these terms, except where the context otherwise requires:

- (c) the singular includes the plural and vice versa, and a gender includes other genders;
- (d) another grammatical form of a defined word or expression has a corresponding meaning;
- (e) a reference to a clause or paragraph is to a clause or paragraph of these terms;
- (f) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (g) a reference to a party is to a party to these terms, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (i) a reference to a statute includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these terms or any part of it;
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (m) headings are for ease of reference only and do not affect interpretation of these terms.

3. REGISTRATION OF ACCOUNT

3.1 **Registration.** You must register an Account in order to use the EventsHelper Platform and either provide or receive the Services. If you register an Account on the EventsHelper Platform on behalf of a legal entity, you warrant and represent that you are authorised to create the Account, and enter into any transactions, on behalf of that legal entity.

3.2 **Accuracy.** When registering an Account, you must provide us with accurate, complete and up-to-date information as requested on the registration page of the EventsHelper Platform. It is your responsibility to inform us of any changes to that information. You may do this at any time by accessing your Account Dashboard page on the EventsHelper Platform.

3.3 **Payment.** By registering an Account, you acknowledge and agree that any payments you make or receive via the EventsHelper Platform will be subject to the [Stripe Connected Account Agreement](#) and that transactions may incur additional fees payable to Stripe.

3.4 **Refusal, suspension and termination of Accounts.** We may, in our absolute discretion, refuse registration, suspend or terminate your Account if:

- (a) you register or attempt to register more than one Helper and one Client Account
- (b) you breach any term of these terms;
- (c) your Account details (including personal information) are inaccurate, incomplete or falsified, or you submit any data or information that is misleading, deceptive or otherwise unlawful;
- (d) we suspect that your Account will be, or is being, used in a fraudulent or illegal way;
- (e) you open or attempt to open an Account using incomplete or falsified details, or otherwise in a fraudulent or illegal way;
- (f) we consider refusal of registration or the closure of your Account is necessary to comply with our obligations at law; or
- (g) we suspect that use of your Account has compromised the security or functionality of the EventsHelper Platform (e.g. by directly or indirectly introducing a virus or malicious code).

3.5 **Additional requirements for creating Helper Accounts.** This clause applies if you are registered as a Helper on the EventsHelper Platform.

- (a) As part of the process to register an Account as a Helper on the EventsHelper Platform, you must also provide financial details including your nominated bank account details, your ABN (if applicable) and any further details that we may require in order for you to receive payment for Jobs.
- (b) Unless and until you comply with clause 3.5(a) above, you will not be permitted to view, access, post or respond to Content on the EventsHelper Platform, or receive bookings.
- (c) By registering for an Account and providing your financial details to us, you expressly authorise us to provide your bank account and personal identify details to Stripe in order to set up an account with Stripe and enable you to receive payment of any Helper Fee.
- (d) You acknowledge that you may be required to enter into a separate agreement directly with Stripe and you will be solely responsible and liable to Stripe under that separate agreement.
- (e) You acknowledge and agree that prior to setting up an Account, or being granted full access to Content on the EventsHelper Platform, you may be:
 - (i) subject to a vetting process which may include, but is not limited to, verification of your skills, qualifications and identity; and

- (ii) required to undertake an onboarding session to assist you to use the EventsHelper Platform effectively.

3.6 Responsibility and security. You acknowledge and agree that:

- (a) your name, city or town and personal image will be accessible by all EventsHelper Platform users with registered Accounts.
- (b) you are solely responsible for all activities that occur on your Account;
- (c) your Account will come with a username and password, and you must keep your username and password confidential and not disclose it to any other person; and
- (d) you must change your password regularly and notify us promptly if you suspect that the confidentiality of your password has been compromised.

4. SERVICES

4.1 Purpose. The EventsHelper Platform is a web-based communications platform which enables connections between Clients and Helpers to assist with the planning, organisation and execution of events. EventsHelper provides the Platform only, and all Helpers are independent contractors of Clients and not employees or independent contractors of EventsHelper. EventsHelper does not perform jobs and does not employ individuals to perform jobs.

4.2 Functionality. The EventsHelper Platform has the functionality described below:

- (a) A Client can register a Client Account on the EventsHelper Platform, and list Jobs in relation to the planning, organisation and/or execution of an event.
- (b) A Helper can register a Helper Account on the EventsHelper Platform, and browse, search and make offers on suitable Jobs.
- (c) A Client can invite, select and book Helpers to perform the listed Job.
- (d) Upon completion of the Job, the applicable Helper Fee, Booking Fee and Service Fee are paid via the Payment Platform.

4.3 No guarantee of access. You acknowledge and agree that, to the extent permitted by law, and subject to clause 10.2, we give no representations, warranties or guarantees in relation to the availability, continuity, reliability, accuracy, currency or security of the Services and EventsHelper Platform. We will not be liable if the Services or EventsHelper Platform, or any information obtained in relation to them, is inaccurate, outdated or incorrect, or if the Services or EventsHelper Platform are unavailable for any reason, including directly or indirectly as a result of:

- (a) telecommunications unavailability, interruption, delay, bottleneck, failure or fault;
- (b) negligent, malicious or wilful acts or omissions of third parties (including our third party service providers);
- (c) maintenance or repairs carried out by us or any third party service provider in respect of any of the systems used in connection with the provision of the Services;
- (d) any events beyond our control; or
- (e) services provided by third parties ceasing or becoming unavailable.

5. OBLIGATIONS

5.1 Client Obligations. The following clause applies if you are registered as a Client on the EventsHelper Platform.

- (a) You are solely responsible for:
 - (i) determining the scope of the Job, and any applicable deadlines for completion;
 - (ii) selecting a Helper to undertake a Job, determining if the Helper is suitably qualified to perform the job, and negotiating the Helper Fee including any reimbursement of any agreed out of pocket expenses;
 - (iii) negotiating and entering into an agreement with a Helper in relation to a Job, including the resolution of any disagreement or dispute between you and a Helper in respect of the Job;
 - (iv) supervising and monitoring the Helper's performance of the Job;
 - (v) familiarising the Helper with workplace health and safety requirements; and
 - (vi) paying any applicable Booking Fee and Helper Fee via the Payment Platform.

- (b) You warrant that you will comply with the terms of any agreement entered into with a Helper/
- (c) You warrant that you will pay, by the applicable payment date, and in accordance with clause 5.2 below:
 - (i) the applicable Helper Fee due under the agreement; and
 - (ii) the Booking Fee due under these terms.
- (d) You acknowledge that you are solely liable for the payment of any Helper Fee and/or Booking Fee and we do not accept liability for the payment of any part or whole of the Helper Fee and/or Booking Fee at any point in time.
- (e) You acknowledge that the Helper is solely liable for the performance of the Job and we do not accept liability for any non-performance or poor performance of the Job, whether in whole or in part.
- (f) You agree that you will not negotiate or arrange any Jobs with any Client outside of the EventsHelper Platform or agree with any Helper to circumvent the Website. Any attempt to circumvent the EventsHelper Platform may result in the termination of your Account at our discretion.
- (g) You acknowledge and agree that EventsHelper is not a party to any agreement, and that the agreement does not create an employment relationship between the Client and Helper.

5.2 Payment obligations. All payments via the EventsHelper Platform are subject to the following conditions:

- (a) At the time of booking a Helper to complete a Job, the Client must provide their valid credit card details.
- (b) For each Job booked, we will authorise a charge on the Client's credit card for the total amount of the Helper Fee and Booking Fee (**Funds**). When this charge is authorised, the Funds are guaranteed by the Client's card issuer and the Funds are held on the Client's card until the Job is satisfactorily completed. If the Job is satisfactorily completed, the Funds will be released to the Helper and to EventsHelper in the relevant proportions.
- (c) The Client acknowledges and agrees that they must have sufficient funds available on their credit or debit card at the time of booking a Job, to cover the applicable Booking Fee and Helper Fee. If the Client does not have sufficient funds, we reserve the right to charge a \$25 fee to your credit card as an administration fee which is a genuine pre-estimate of the loss that we will incur as a result of your non-payment due to insufficient funds.

5.3 Helper Obligations. The following clause applies if you are registered as a Helper on the EventsHelper Platform.

- (a) You are solely responsible for:
 - (i) assessing and applying for listed Jobs, and negotiating the applicable Helper Fee;
 - (ii) confirming with the Client the scope of the Job, and any applicable deadlines for completion;
 - (iii) negotiating and entering into a Booking Agreement with a Client in relation to a Job, including the resolution of any disagreement or dispute between you and a Client in respect of the Job;
 - (iv) arrange and maintain all commercially appropriate and commercially prudent insurances suitable for performing the Jobs undertaken by the Helper via the Platform, including but not limited to public liability insurance and professional indemnity insurance;
 - (v) performing the Job in accordance with the terms of the agreement and these terms; and
 - (vi) paying the Service Fee to us, which will be automatically deducted from the Helper Fee when that payment is processed via the Payment Platform.
- (b) Before or at the time of being booked for a Job, the Helper must register a Stripe account and provide their valid bank account details. A Helper must also provide name and address, along with photos of personal identification so that Stripe can verify their identity and validate payments.
- (c) You warrant that you will comply with the terms of any agreement entered into with a Client.
- (d) You acknowledge that any Helper Fee paid to you through the Payment Platform may be subject to fees charged by Stripe and the Service Fee associated with the operation of the Payment Platform.
- (e) You acknowledge that the Client is solely liable for the payment of any Helper Fee and we do not accept liability for any non-payment of the Helper Fee, whether in whole or in part.
- (f) You agree that Helper payment will be paid via the Payment Platform and may take up to 5 working days from completion of the Job.

- (g) If you perform any additional work that goes beyond the original scope of the Job (as agreed by both Helper and Client), you must record and process the payment for that additional work via the Platform.
- (h) You agree that you will not negotiate or arrange any Jobs with any Client outside of the EventsHelper Platform, or agree with any Client to circumvent the EventsHelper Platform. Any attempt to circumvent the EventsHelper Platform may result in the termination of your Account at our discretion.
- (i) You acknowledge and agree that as a Helper:
 - (i) all services you provide to the Client are as an independent contractor and not an employee; and
 - (ii) neither EventsHelper nor the Client are required to pay you annual leave, superannuation, withholding tax, income tax, workers compensation or any similar payments or deductions.

5.4 Cancellation.

- (a) The following applies if you are a Client:
 - (i) If you cancel the Job within 24 hours of the commencement time for that Job as agreed between you and the Helper, you agree to pay the Helper Fee and Booking Fee.
 - (ii) If you cancel the Job in excess of 24 hours before the commencement time for that Job as agreed between you and the Helper, you will not be required to pay any fees.
- (b) The following applies if you are a Helper:
 - (i) If the Client cancels the Job within 24 hours and you receive the Helper Fee, the Helper Fee will still be subject to the Service Fee.
 - (ii) If the Client cancels the Job in excess of 24 hours and you do not receive the Helper Fee, you will not be obliged to pay the Service Fee.

6. YOUR RESPONSIBILITIES

6.1 Information. You agree to provide all information required to enable us to provide the Services. You must ensure that all such information is accurate and complete. We will not be liable for any loss or damage arising from any inaccuracy, omission or other defect in any such information.

6.2 Your obligations. You acknowledge and agree that:

- (a) you are responsible for your use of the EventsHelper Platform and you must ensure that you comply with these terms;
- (b) you are solely responsible for all actions or omissions, whether negligent or otherwise, undertaken by you in connection with the use of the EventsHelper Platform; and
- (c) you must not use the EventsHelper Platform for any illegal, fraudulent or offensive purpose, or transmit any illegal, fraudulent or offensive material within the EventsHelper Platform.

6.3 Compliance. You must comply with our reasonable directions in relation to your access to or use of the Services and EventsHelper Platform. In addition, you must use the Services and EventsHelper Platform in good faith, and must at all times comply with these terms and all applicable laws, statutes and regulations in all jurisdictions that relate to your access to or use of the Services and EventsHelper Platform (including applicable privacy laws).

7. CONTENT MADE AVAILABLE ON THE WEBSITE

7.1 Your Content: You are solely responsible for your conduct and any Content that you submit, post or display on or via the EventsHelper Platform.

7.2 Posting Content and etiquette. You must use your best judgment in posting Content that is appropriate and not harmful. Without limiting this obligation, you acknowledge and agree that you must not submit, upload or otherwise display via the EventsHelper Platform Content that is:

- (a) offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethically objectionable or inflammatory; or
- (b) false, misleading, fraudulent or defamatory, or infringes the Intellectual Property Rights of any third party.

You must check periodically for updates or replies to your Content and manage these accordingly.

7.3 Removal of Content. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion to breach this clause 7 or otherwise be inappropriate.

8. RESTRICTIONS ON USE

8.1 **Restrictions.** You must not:

- (a) use the EventsHelper Platform or the Services for any purpose other than as permitted by these terms;
- (b) remove or tamper with any copyright notices on the EventsHelper Platform or the Services;
- (c) disassemble, decompile, reverse engineer, or create derivative works or functionally equivalent software from the EventsHelper Platform (except to the extent permitted by Division 4A of Part III of the *Copyright Act 1968* (Cth));
- (d) disassemble, decompile, reverse engineer, or create derivative works from the Services;
- (e) copy or download, in a systematic manner, any content, graphics, video, text or animation from the EventsHelper Platform or the Services, or communicate or otherwise distribute such systematically obtained content, graphics, video, text or animation; or
- (f) incorporate the Services in any product to be made available commercially (unless we expressly agree otherwise with you).

8.2 **Disruption.** You must not, directly or indirectly, introduce or permit the introduction of, any virus, worm, trojan or other malicious code into the EventsHelper Platform or the Services, or in any other manner whatsoever corrupt, degrade or disrupt the EventsHelper Platform or the Services.

8.3 **Unlawful, unauthorised or dangerous use.** You must not (nor permit a third party to) submit any data or information to the EventsHelper Platform or the Services, nor otherwise use the EventsHelper Platform or the Services:

- (a) to engage in any activity which breaches any law, infringes a third party's rights, or in a manner which interferes with the rights of any other person;
- (b) to infringe our Intellectual Property Rights (including trademarks and copyright) or the Intellectual Property Rights of any third party;
- (c) in any way that is defamatory, obscene, misleading or deceptive or otherwise illegal; or
- (d) in any way that constitutes misuse, or resale or other commercial use, of the Services or EventsHelper Platform or any associated materials.

9. TITLE AND INTEREST

9.1 **EventsHelper Platform and Services.** You agree that all rights, title and interest (including all Intellectual Property Rights) in and to the EventsHelper Platform and the Services vest absolutely in us (and/or our third-party licensors). The only rights you have in respect of the EventsHelper Platform and Services are those granted to you under these terms.

9.2 **Intellectual Property Rights in Content.** We do not claim ownership of any Content that you post on or through the EventsHelper Platform. You grant to us a non-exclusive, royalty-free, perpetual, worldwide licence (including the right to sub-license) to use, copy and republish the Content that you post on or through the EventsHelper Platform.

10. LIABILITY

10.1 **Indemnity.** You indemnify us (and all of our subsidiaries, employees, officers and agents), and must keep us indemnified, against all loss, actions, proceedings, cost and expenses (including legal fees), claims and damages arising from any claim by a third party arising directly or indirectly out of or in connection with your access to or use of the EventsHelper Platform and Services.

10.2 **Consumer guarantees.** To the extent permitted by law, any conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on us are excluded under these terms. However, if a supply under these terms is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law (contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as given effect under Part XI of the *Competition and Consumer Act 2010* (Cth), as amended or replaced from time to time), nothing contained in these terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law; provided that, to the extent the Australian Consumer Law permits us to limit our liability, then our liability is limited to (at our option):

- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and

- (b) in the case of software or other goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

10.3 **Exclusion of liability.** Subject to clause 10.2, we exclude liability for all direct, indirect or consequential liabilities, losses, damages, costs and expenses, whether arising in contract, tort (including negligence) or otherwise suffered or incurred by any person:

- (a) in connection with or in any way relating to the EventsHelper Platform or the Services, including (without limitation):
 - (i) any death or personal injury arising in connection with use of the EventsHelper Platform, including the performance of any Job which has been booked through this EventsHelper Platform;
 - (ii) in connection with any disruption to or unavailability or failure of the EventsHelper Platform or Services or interference with or damage to computer systems or other electronic devices;
 - (iii) in connection with errors, omissions or inaccuracies contained in any information published on the EventsHelper Platform or supplied by us to you via email or otherwise;
 - (iv) as a result of any fraudulent use, misuse or misappropriation of your Account; or
 - (v) as a result of any act committed by another person in connection with your (or another Client or Helper's) use of the EventsHelper Platform or the Services;
- (b) any act or omission of a Helper or a Client, including without limitation:
 - (i) the performance or non-performance of any Job by a Helper, including any loss or damage to property by a Helper; or
 - (ii) the payment or non-payment of any Helper Fee by a Client;
- (c) arising from any circumstance beyond our control; and
- (d) otherwise under or in connection with these terms.

10.4 **Acknowledgement.** You acknowledge and agree that we:

- (a) cannot and will not be responsible for any Content made available via the EventsHelper Platform, including Content submitted, posted or displayed by another Client or Helper, and you use the EventsHelper Platform at your own risk; and
- (b) do not endorse any Content and disclaim any responsibility or liability to any person or entity for all losses, damages, costs and expenses arising from any Content.

11. TERMINATION

11.1 **Termination for breach.** Where you have breached any provision of these terms, and without prejudice to any other rights or remedies, we may by written notice immediately terminate these terms or the provision of any Services, without any liability to you. This will include termination of your Account.

11.2 **Termination without cause.** We may terminate your access to and use of the EventsHelper Platform and Services (including your Account) without cause by giving you 14 days' prior written notice. You may deactivate your Account at any time via your 'Profile' section of the EventsHelper Platform.

11.3 **Consequence of termination.** You acknowledge and agree that, on termination of these terms for any reason, or should you close your Account, you will cease to have access to the Services, and where applicable, make payment to us for all outstanding fees owed under these terms.

11.4 **Survival.** Clauses 10, 12 and 13 survive termination of these terms.

12. CONFIDENTIALITY AND PRIVACY

12.1 **Confidential information.** Neither party may disclose to any third party, without the prior written consent of the other party, any confidential information received from the other party for the purposes of providing or receiving the Services and using the EventsHelper Platform. Our confidential information includes our methodologies and tools. This restriction does not apply to information which is or becomes generally available to the public (other than as a result of a breach of an obligation under this clause), is independently developed by the recipient, or is required by law to be disclosed.

12.2 **Privacy policy.** Our privacy policy relating to information collected by us may be accessed by following the link labelled 'Privacy Policy' on the EventsHelper Platform and forms part of these terms.

13. GENERAL

- 13.1 **Assignment.** You may not assign your rights under these terms, or attempt or purport to do so, without our prior written consent (which may be given or withheld in our absolute discretion).
- 13.2 **Relationship.** These terms do not create a relationship of employment, agency or partnership between you and us. If you use the EventsHelper Platform as a Helper, you do so as an independent contractor engaged directly by the relevant Client.
- 13.3 **Force majeure.** Neither party will be liable to the other for any failure to fulfil, or delay in fulfilling, its obligations caused by circumstances outside of its reasonable control (including illness of our consultants). However, this clause does not apply to any of your obligations to pay any applicable Booking Fee or Service Fee.
- 13.4 **Governing law.** These terms are governed by and interpreted in accordance with the laws of the State of South Australia, Australia, and all parties submit to the jurisdiction of the courts of that State.
- 13.5 **Severability.** If any provision, or part of a provision, of these terms is found to be illegal or unenforceable it will be severed from the agreement, and the remainder of these terms will be construed as if that provision or part did not form part of these terms. The previous sentence will not apply if the provision or part to be severed constitutes a material and fundamental element of the agreement between the parties.
- 13.6 **Variation.** We reserve the right to revise and amend these terms in our discretion, as follows:
- (a) if we consider that the change is likely to benefit you or have a neutral or minor detrimental impact on you, then we may make any changes immediately without notifying you except by publishing the amended Licence Agreement (as applicable) on the EventsHelper Platform;
 - (b) if we consider that the change is likely to have a significant detrimental impact on you, then we will make the change after we have notified you of the change (solely by using the email address you have provided) and will display a notice on the EventsHelper Platform describing the change.

Your continued use of the EventsHelper Platform after an amendment will mean that you agree to that amendment. You must stop using the EventsHelper Platform if you do not agree to an amendment.

- 13.7 **Entire agreement.** These terms constitute the entire agreement between us and you, and supersedes any previous arrangements, agreements, representations, understandings or statements (whether verbally, in writing or in another format).