

# MYGRATE PTY LTD

## TERMS AND CONDITIONS

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## **Registration**

By completing the user registration process you agree to be bound by the terms and conditions below.

## **Terms and Conditions**

Please read these Terms and Conditions carefully before you begin using the Mygrate Pty Ltd website and services, operated by Mygrate Pty Ltd.

The Terms and Conditions (as published on the website) together with any additional terms, conditions, notices and disclaimers published on the website and any documents available for download on the website (Terms and Conditions) regulate your use of the website and Mygrate Pty Ltd services.

Through your use of the website and Mygrate Pty Ltds services, you acknowledge and agree that the Terms and Conditions constitute the rules and conditions of access to, use of and supply of information from the website.

Please take time to review this document. If you use or continue to use the website and/or services provided by Mygrate Pty Ltd, you acknowledge and agree that you accept to abide by and be bound by the Terms and Conditions and any changes made by Mygrate Pty Ltd or any authorised officer, agent, employee or contractor of Mygrate Pty Ltd to the Terms and Conditions from time to time.

All terms and conditions that govern your use of the website (including disclaimers) may be amended by Mygrate Pty Ltd from time to time by posting

those amendments on the website without any notice to you. Those amendments apply to your next usage of the website. You are responsible for ensuring that you regularly review the website and these Terms and Conditions. Your continued use of the website after any such changes are made will be deemed to constitute your acceptance of those changes.

If you object to any of the Terms and Conditions or any subsequent changes to them, or become dissatisfied with your use of the Mygrate Pty Ltd service in any way, your only remedy is to immediately stop using the services of Mygrate Pty Ltd and the website.

A link to this Terms and Conditions Agreement is published on every page of the website.

### **Mygrate Pty Ltd websites**

The [getmygrate.com](https://getmygrate.com) website is owned and operated by Mygrate Pty Ltd.

A link to this Terms and Conditions Agreement will be published on the user registration forms on all websites owned and operated by Mygrate Pty Ltd (website).

From time to time the website will generate automated emails to registered users, or website users will send emails and messages to one another through the website. Emails sent by the website or through the website are considered a part of the Mygrate Pty Ltd website.

Should you no longer wish to receive our emails, you may click on the unsubscribe link located in each email received, and/or you may contact us at [team@getmygrate.com](mailto:team@getmygrate.com)

If hyperlinks and other redirection tools taking the user to other websites operated by third parties appear on the website, you acknowledge that these websites (Outside Sites) are not controlled by Mygrate Pty Ltd and do not form part of the Mygrate Pty Ltd website and agree that you will not hold Mygrate Pty Ltd liable or in any way accountable for anything that occurs on Outside Sites

#### **Applicable Law**

The Terms and Conditions and all other specific and additional terms which govern your use or membership of and access to the website will be governed by the laws of Western Australia, Australia.

#### **General Information Only**

The information, opinions and other similar statements and content published on the website are provided for information purposes only and are not intended as, nor do they constitute legal, financial, taxation, technical or expert advice or to be in any way relied upon by you without undertaking your own independent verification. Information provided on the website has been derived from sources believed to be accurate at the time of compilation and no

warranty or representation is made as to the accuracy or authenticity of the content of the website.

Mygrate Pty Ltd and its directors, agents or employees do not accept and are by these Terms and Conditions released by you of any liability to you arising (whether directly or indirectly) out of the information provided on the website or anyone else through the website or any errors in, or omissions from information on the website.

Mygrate Pty Ltd does not make any representation or warranty that any user is reputable, or will act in good faith, or according to their terms of engagement; any information on the website will be complete, reliable or accurate; or your access to the website will be secure, available or uninterrupted.

Mygrate Pty Ltd disclaims and will not be liable for loss arising out of (whether directly or indirectly) an action or decision by you in reliance on the information on or provided to you through the website or provided by any business you engage with on the website, nor any interruption, delay or impairment in the functioning, operation or availability of the website, exposure to or transmission of any computer virus, internet access difficulties in connection with the website, or malfunction in equipment or software.

You should seek legal or other professional advice before acting or relying on the information set out on or provided to you through the website or provided by any business you engage with on the website.

Information on the website is for general information only.

As a user of the website, you should make your own inquiries and obtain independent advice based on your specific circumstances prior to making any decisions.

### **Your Conduct**

As a condition of your use of the website or any service provided by Mygrate Pty Ltd, you warrant to Mygrate Pty Ltd that you will not use the website or any Mygrate Pty Ltd service for any purpose that is prohibited by the Terms and Conditions or that is illegal or unlawful. You agree to abide by all applicable laws and regulations.

Whilst not an exhaustive list, you agree not to:

1. use the website to offend others (which shall be judged in the absolute opinion of Mygrate Pty Ltd);
2. publish, or in any way distribute or disseminate any information which is unlawful, obscene, defamatory, offensive or inappropriate (which shall be judged in the absolute opinion of Mygrate Pty Ltd);
3. engage in, encourage participation or promote any contests, pyramid schemes, surveys, chain letters, spamming or unsolicited emailing through the website;
4. use automated scripting tools or software;
5. make available, using the website, any material you do not have a right to make available including any law or which contains viruses, or other computer codes, files or programs designed to interfere with the functioning of other software or hardware; or breach any laws or regulations applicable to your use of the website;
6. use the site to supply another service, or to obtain information which you either incorporate into your service or product to enhance your service or product or your business in any way such as creating potential customer lists. Any commercial use of the website requires the prior written approval of Mygrate Pty Ltd.

Mygrate Pty Ltd has no obligation to monitor your or anyone else's use of the website. However, Mygrate Pty Ltd reserves the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

### **User Indemnity**

As a user of the website, you indemnify Mygrate Pty Ltd for any loss or damage or costs arising (whether directly or indirectly) out of any breach of the Terms and Conditions or any other legal obligation by you or your use of or conduct on the website.

### **Limitation of Liability**

Mygrate Pty Ltd excludes all conditions and warranties that may be implied by law. To the extent permitted by law, Mygrate Pty Ltd's liability for breach of any warranty or condition (implied or otherwise) which cannot be excluded is restricted, at Mygrate Pty Ltd's option, to the re-supply of the relevant Mygrate Pty Ltd service or a refund in accordance with the Refund Policy published below.

As a user of the website, you expressly agree and acknowledge that in no circumstances will Mygrate Pty Ltd be liable to you for any indirect, incidental, special and/or consequential losses or damages or loss of profits of any nature arising (including but not limited to any act or omission by Mygrate Pty Ltd) which result from:



1. the use or access to or any inability to use or access the website or any material on the website;
2. unauthorised access to your user account, or internet transmissions or data; or
3. statements or conduct of any third party on the website.

Excluding liability for negligence the maximum liability of Mygrate Pty Ltd is equivalent to the total of any amounts you have paid to Mygrate Pty Ltd in respect of goods or services supplied to you by Mygrate Pty Ltd or \$500, whichever is less.

### **Disclaimer**

By using the website you agree to abide by and acknowledge the following disclaimer.

Mygrate Pty Ltd is not involved in the actual transaction between business users and customers who contract their services after first being introduced via the website.

We have no control over the quality, safety or legality of the items or content posted on the website by any user, the truth or accuracy of any posting, the ability of businesses to provide services or the ability of customers to buy services. We cannot censure and do not guarantee that a customer or business user will actually complete a transaction or act lawfully in using the website.

Mygrate Pty Ltd cannot and does not confirm each business user's purported identity.

In the event that you have a dispute with one or more users of the website, you release Mygrate Pty Ltd (and our directors, agents, contractors, affiliates, parents, subsidiaries, and employees from claims, demands and damages of every kind and nature arising (whether directly or indirectly) out of such dispute.

Mygrate Pty Ltd sends emails and notices regarding the status of your matters and your user account. Our emails and notices do not represent any guarantee or endorsement of your transactions. You are responsible for completing all transactions in which you participate (including monitoring the status of, and complying with all relevant legal and other obligations). We do not control, endorse or approve the services provided by the users of the website.

You acknowledge and release Mygrate Pty Ltd in the event that you deal with underage persons or people acting under false pretense.

### **Warranty**

You agree to accept the sole responsibility for the legality of your actions used by the laws which apply to you. You agree that Mygrate Pty Ltd has no responsibility for the legality of the actions of users of the website or Mygrate Pty Ltd's services.

## **Indemnity**

You indemnify and release Mygrate Pty Ltd and its directors, employees, agents, contractors, affiliates from and against any claims, demands, proceedings, losses and damages of every kind and nature including reasonable solicitors fees, made by you or any third party due to or arising (whether directly or indirectly) out of your breach of these Terms and Conditions or your violation of and law or the rights of a third party.

## **No Agency**

You and Mygrate Pty Ltd are independent contractors and no agency, partnership, joint venture, employee-employer or franchisee-franchisor relationship is created or intended by this Terms and Conditions agreement or your use of the website or Mygrate Pty Ltd's services.

## **User Information**

As a user of the website you must provide Mygrate Pty Ltd with complete, up to date and accurate information as requested and it is your responsibility to inform Mygrate Pty Ltd of any changes to that information. All personal information you provide to Mygrate Pty Ltd as a user will be treated in accordance with the Personal Information & Privacy Policy shown below.

Mygrate Pty Ltd reserves the right to modify or delete any general information you submit to the website in order to enhance the services we provide to you and other Mygrate Pty Ltd users.

## **Username & Password**

To become a member of Mygrate Pty Ltd, you will nominate a username and password. Your username must be a valid email address.

You are entirely responsible for all activities that occur under your username and password. You must ensure these remain confidential at all times.

You must notify Mygrate Pty Ltd immediately by email to [team@getmygrate.com](mailto:team@getmygrate.com) if you become aware of any unauthorised use of your username and password.

Each username and password must be used by a single individual and is not transferable.

## **Personal Information & Privacy**

Mygrate Pty Ltd collects personal information from a variety of sources, including from members of the public, advertisers, mailing lists, contractors and business partners.

In general, the personal information Mygrate Pty Ltd collects includes (but is not limited to) name, address, contact details, drivers licence, passport and, where relevant, financial information, including credit card information, banking details, business details, Migration Agents Registration Number (MARN) and income information.

Mygrate Pty Ltd stores the personal information you enter on the website. Mygrate Pty Ltd obtains most personal information through the website registration process outlined above. You may, however, provide information through a variety of different means (for example if you contact Mygrate Pty Ltd via email, respond to a survey published on the website or third party survey used by Mygrate Pty Ltd, or answering questions asked by staff or agents of Mygrate Pty Ltd over the phone).

The website uses cookies which contain information by which Mygrate Pty Ltd can identify your computer (or other devices you use to access the website) to our servers and the servers of third parties contracted by Mygrate Pty Ltd including, but not limited to, third parties providing analytical and advertising services. You may configure your browser so that you are notified before a cookie is downloaded or so that your browser does not accept cookies.

Mygrate Pty Ltd may use information contained in cookies to make assumptions about the user of the device and to provide users of that device with focused advertising that Mygrate Pty Ltd believes may be of interest, based on that information. You can disable cookies through your Internet browser.

Mygrate Pty Ltd endeavours to collect personal information about an individual only from that individual. In some circumstances Mygrate Pty Ltd may obtain personal information from a third party or check your details against records kept by other parties. If you provide personal information about another person

to Mygrate Pty Ltd, Mygrate Pty Ltd requires that you inform that person you have done so and provide them with a copy of this Personal Information & Privacy policy.

### **How Mygrate Pty Ltd uses your Personal Information**

Mygrate Pty Ltd may use your personal information for the primary purpose for which it is collected and for such other secondary purposes that are related to the primary purpose of collection. Mygrate Pty Ltd generally uses personal information to:

1. personalise and customise your experience on the website;
2. help Mygrate Pty Ltd manage and enhance its services;
3. communicate with you by email, SMS message or telephone; and
4. provide you with ongoing information about opportunities on the website which Mygrate Pty Ltd believes you may be interested in by email, SMS message or telephone.

### **Disclosure of Personal Information**

Mygrate Pty Ltd may use and disclose information relating to a user's racial or ethnic origin, membership of political bodies, religion, membership of a trade union or trade association, sexual preferences, criminal record and health only for the purpose for which it was provided or a directly related secondary purpose or as allowed by law unless the user has agreed otherwise.

## **Management & Security of Personal Information**

Giordano Dalla Bernardina has been appointed privacy officer to oversee the management of personal information in accordance with the Terms and Conditions and the Commonwealth Privacy Act.

Mygrate Pty Ltd protects the personal information Mygrate Pty Ltd holds from misuse, loss, unauthorised access, modification or disclosure by various means including firewalls, password access, secure servers and data encryption.

Mygrate Pty Ltd may retain any personal information you provide during your use of the website, including, but not limited to, copies of identification documents, for a minimum period of 12 months after your last interaction with the website. After 12 months Mygrate Pty Ltd will delete, or anonymise, on your request, specific personal information from our servers, files, and databases, unless Mygrate Pty Ltd are required by law to retain that information.

## **Updating Personal Information**

Mygrate Pty Ltd endeavours to ensure the personal information it holds is accurate, complete and up-to-date. You can update your personal information by sending an email to [team@getmygrate.com](mailto:team@getmygrate.com) or using the website.

## **Accessing Personal Information**

You have the right to seek access to the personal information Mygrate Pty Ltd holds about you and to advise Mygrate Pty Ltd of any inaccuracy.

If you make an access request, Mygrate Pty Ltd will ask you to verify your identity and specify what information you require. Mygrate Pty Ltd may charge you a fee to cover the costs of meeting your request.

### **Licence to Use Your Information**

Solely to enable Mygrate Pty Ltd to use the information you supply us with, so that we are not violating any rights you have in that information, you agree to grant us a non-exclusive, worldwide, irrevocable, perpetual, fee-free right to exercise the copyright and other intellectual property rights you have in that information in any format (including, but not limited to, any text, photographs, graphics, video or audio). You agree that Mygrate Pty Ltd can use that content in any way, now and in the future. Mygrate Pty Ltd also reserves the right not to use the content that you submit. You warrant that you have all of the necessary rights, including copyright, in the content you contribute, that your content is not defamatory and that it does not infringe any law within Western Australia or Australia. You indemnify Mygrate Pty Ltd against any and all legal fees, damages and other expenses that may be incurred by Mygrate Pty Ltd as a result of a breach of this warranty. Mygrate Pty Ltd will only use your information in accordance with our Personal Information & Privacy Policy.

### **Feedback Ratings & Comments**

Mygrate Pty Ltd allows users of the website to rate and comment on the performance of Mygrate Pty Ltd business users whose business services they



have either contracted, or have experienced in the course of evaluating the business user's suitability for an appointment or consultation.

Mygrate Pty Ltd reserves the right to publish or not to publish those ratings and comments (feedback) on the website at its absolute discretion.

Mygrate Pty Ltd reserves the right to delete or modify feedback submitted on the website at any time for any reason.

Mygrate Pty Ltd will delete or modify if it is clear that, in the opinion of Mygrate Pty Ltd, the feedback is factually incorrect, does not relate to the provision of business services by the business to the user who submitted feedback, or is for a business that has since been sold to or taken over by new management.

Feedback may also be deleted if the business in question performed the service for the customer more than six months prior to leaving feedback.

Mygrate Pty Ltd reserves the right to aggregate each businesses feedback into a percentage score and publish that score on the website.

In Australia and other countries, feedback may be considered defamatory of the reputation and standing of individuals and businesses. You acknowledge and agree that Mygrate Pty Ltd accepts no responsibility for liability, damage, injury or loss that may arise from feedback submitted to or published on the website, and you, by these Terms and Conditions, release forever and

indemnify Mygrate Pty Ltd from any liability it may incur arising out of (whether directly or indirectly) any feedback you post on the Mygrate Pty Ltd website.

Further you agree that, if you or anyone else commences or threatens any action or proceeding against Mygrate Pty Ltd or makes any claim or demand against Mygrate Pty Ltd as a result of any feedback you submit to the website, Mygrate Pty Ltd may, in its absolute discretion, without any notice to you immediately cancel or suspend your membership of the website.

### **Consequences of Non-Payment**

If You do not pay monies owed by the date the payment is due We will notify You and request immediate payment. If You fail to pay the overdue amount within a reasonable time as set out in the notice, We may:

1. Charge You a late payment fee of \$15.00
2. Suspend, cancel or limit your access to the website. If We suspend or cancel your access, We may charge You a suspension fee or Cancellation Fee. If the Service is cancelled, You may have to pay a reactivation fee for the reactivation of the Service. If the Service is cancelled due to non-payment the default leading to the cancellation may be disclosed to a credit reporting agency, collection agency and may be added to Your credit file with a credit reporting agency;
3. Engage a debt collection agent to recover the money You owe Us or institute legal proceedings against You to recover the money You owe Us. You must reimburse Us any reasonable costs that We incur in pursuing payment of amounts You Owe Us; and
4. On-sell any unpaid amounts to a third party. If We do this, any outstanding amounts will be payable to that third party. We will notify You within 25 business days that any unpaid amounts You owe Us have been sold to a third party (or arrange for the purchaser to notify You of this).

## **Breaching Our Terms and Conditions**

Without limiting other remedies available to Mygrate Pty Ltd at law, in equity or under this Terms and Conditions, we may, in our sole discretion, immediately issue a warning, temporarily suspend or terminate your membership and refuse to provide services to you if:

1. you breach these Terms and Conditions or Personal Information & Privacy policy;
2. we are unable to verify or authenticate any information you provide to us; or
3. we believe your actions may cause legal liability to you, Mygrate Pty Ltd users or Mygrate Pty Ltd.

## **Termination of User's Account with Mygrate Pty Ltd**

Mygrate Pty Ltd may at its discretion terminate your use or access to the website at any time. If this happens we may notify you by email. If your use of the website is terminated:

1. you are no longer authorised to access the website or use any other Mygrate Pty Ltd services with the email address you used to register with the site or any other email address you possess;
2. you will continue to be subject to and bound by all restrictions imposed on you by the Terms and Conditions; and
3. all licences granted by you and all disclaimers by Mygrate Pty Ltd and limitations of Mygrate Pty Ltd's liability set out in the Terms and Conditions or elsewhere on the website will survive.

## **Customer Support & Complaints Policy**

Mygrate Pty Ltd makes a considerable investment in staff and technology to help answer customer support questions and respond to complaints. Our staff will endeavour to process questions or complaints from registered users of the website according to the following policy:

1. Mygrate Pty Ltd will attempt to resolve any customer complaints and answer any questions within 1 business day of the first contact made by a customer by email to [team@getmygrate.com](mailto:team@getmygrate.com)
2. All complaints and enquiries are logged and managed by the Mygrate Pty Ltd Customer Relationship Management software.
3. Technical complaints or product development suggestions will be considered for future software upgrades. Your suggestions may not result in changes to the software or Mygrate Pty Ltd business practices.
4. All other complaints are reviewed by Mygrate Pty Ltd customer support representatives and may be escalated to a manager for resolution if required.
5. Mygrate Pty Ltd reserves the right not to respond to customer support questions or complaints that offend Mygrate Pty Ltd employees or agents.
6. Mygrate Pty Ltd reserves the right not to respond to questions or complaints made by individuals who, in the opinion of Mygrate Pty Ltd, are not current users of the website, or have been suspended from using the website.

### **Dispute Resolution Policy**

Mygrate Pty Ltd will use reasonable endeavours to mediate any dispute concerning the use by parties of the website.

Disputes in relation to the actual services carried out by a business or any other issue will be referred, where appropriate, to external dispute resolution services or authorities.

## **Suspension and Termination of Business User Accounts**

Business users of the website may have their access to the website and Mygrate Pty Ltd services suspended for any length of time for any breach of the Terms and Conditions, as well as, but not limited to, any of the following reasons:

1. providing false or inaccurate information during business registration or when quoting on the website;
2. providing false or inaccurate information to Mygrate Pty Ltd employees or agents;
3. receiving in aggregate more than 2 negative feedback ratings or complaints from other website users in relation to services contracted by the users who initiate the negative feedback or complaint (2 strikes and you're out policy);
4. acting as an agent of another business or individual who is not a current paying business member of the website without the written approval of Mygrate Pty Ltd; and,
5. submitting quotes via any means to any other person or entity for work that the business user is not qualified, or licensed to perform.

## **Refunds Policy (Business)**

Paying businesses can access the quoting and messaging facilities on the website. Paying businesses agree that all products/services are non-refundable at the time that payment is made.

If you are dissatisfied with the website or Mygrate Pty Ltd's services you are free to discontinue using the website, and as such membership fees or other payments you have made to Mygrate Pty Ltd are not subject to refunds.

In the case of an event not specifically covered in the Refund Policy, refunds will be given at the discretion of Mygrate Pty Ltd.

Refunds paid in accordance with this Refund policy will be paid within 60 business days via the same method the payment to be refunded was made to Mygrate Pty Ltd in the first instance.

Business users who claim a refund from their credit card provider or bank without contacting our Customer Support team first (unauthorised refund) will have their paid membership immediately suspended. Mygrate Pty Ltd may issue an invoice to recover up to the full value of any unauthorised refund to the relevant business user. Mygrate Pty Ltd may contract a debt collection agency or use other legal means to recover unauthorised refunds. Mygrate Pty Ltd may charge you interest plus any costs we incur as a result of collecting your payment.

### **Updates to the Website**

Mygrate Pty Ltd may from time to time and at any time change or discontinue any feature of the website including content, hours or availability and equipment required for access.

### **Arbitration**

Any controversy or claim arising out of or in connection with these Terms and Conditions may at our discretion be settled by binding arbitration through a commercial dispute resolution centre selected by us. You agree to be bound by the ruling arbitrator. The costs of the dispute are borne by the originator of the dispute.

## **Promotions & Competitions**

If Mygrate Pty Ltd run promotions or competitions involving the awarding of prizes or other gifts, Mygrate Pty Ltd may modify the Terms and Conditions and implement additional terms and conditions, which will be communicated to you by posting them on the website at the time of such promotions and competitions.

## **Discount Codes and Promotions**

Mygrate Pty Ltd may at its discretion run promotions which entitle you to a discount on services purchased through the website. A promotion will entitle you to a discount and the following terms and conditions apply:

- Any such discount code or promotion cannot be applied to jobs posted prior to the release of any such discount code or promotion or to jobs posted after the expiry of the discount code or promotion.
- Any such discount offered will not apply to services transacted outside the Mygrate Pty Ltd website, for e.g if you pay the business in cash or via EFT or cheque.
- Discount code and promotions are not transferable or redeemable for cash.
- To apply a promo code or discount, you must visit the URL specified prior to posting your job and must pay for the service through the Mygrate Pty Ltd website

- The promotion or discount code will be valid until the termination date communicated to you by email, on the flyer or on the landing page that you are instructed to visit for the purposes of redeeming the discount or utilising the promotion.
- If the discount code or promotion specifies a minimum price of the service, you acknowledge that such discount code or promotion will not be available to you if the service you book and pay for through the website is below that minimum value.
- A discount code or promotion is only valid for one transaction per customer.
- If the discount code or promotion stipulates that you must be a new customer of Mygrate Pty Ltd, you agree not to set up a new account for the purpose of utilising the discount code or promotion and that if we detect any fraudulent activity, you acknowledge and agree to be charged (on the credit card you use to pay for the service) an amount that corresponds to the value of the discount or promotion that you redeem in contravention of these terms and conditions.
- We have the right to amend or withdraw this promotion at any time and for any reason without prior notice to you.

### **Third Party Links & Advertising**

Mygrate Pty Ltd may display advertisements, which may or may not contain hyperlinks or buttons which take you to websites operated by third parties.



Mygrate Pty Ltd does not endorse or recommend its advertisers, their products or services, or the information, products or services of any website linked to the website.

If you contact a third party through the website, including via email, Mygrate Pty Ltd accepts no responsibility for any actions taken by that third party in connection with you as the user.

### **Identity Check**

As a business member of getMygrate Pty Ltd.com you'll need to confirm your identity if you continue to quote on work for more than 2 days after first registering. If you can't confirm your identity by then you won't be entitled to a refund.

### **Objectionable content**

You may not post nude, partially nude, pornographic, sexually suggestive photos, violent, discriminatory, hateful, unlawful or infringing content via the website or Apps.

You must not stalk, bully, abuse, threaten, harass, defame, impersonate or intimidate people or entities and you must not post private or confidential information via the website and Apps, including, without limitation, your or any other person's credit card information, non-public phone numbers or non-public email addresses.

## **Contacting Us**

Mygrate Pty Ltd Head Office is located at 18/564 William Street Mount Lawley WA. If you require further information regarding our Privacy Policy, please email [team@getmygrate.com](mailto:team@getmygrate.com)

## **Copyright**

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