

Terms of Service

Help Nearby Pty Ltd

Version 1.0

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1 Agreement to Terms

Last updated: 15 Mar 2026

Company: Help Nearby Pty Ltd

Address: Unit 2201, 10 Atchison Street, St Leonards NSW 2065

Email: contact@helpnearby.com.au

These Terms of Service (“Terms”) form a legally binding agreement between you (“you”, “User”) and Help Nearby Pty Ltd (ACN 692 636 963) of 10 Atchison Street, St Leonards NSW 2065, Australia (“Help Nearby”, “we”, “us”, “our”). These Terms of Service also constitute the End User Licence Agreement (EULA) for our mobile applications. They govern your access to and use of:

- our website located at <https://www.helpnearby.com.au/> (the **Website**),
- our mobile applications (the **App**), and
- all associated services, tools, features and content (together, the **Platform** or **Service**).

By creating an account, accessing, or using any part of the Platform, you:

- acknowledge that you have read and understood these Terms;
- agree to be bound by them; and
- consent to our **Privacy Policy**, which is incorporated by reference.

If you do not agree to these Terms, you must not access or use the Platform.

We may update these Terms from time to time. If we make material changes, we will take reasonable steps to notify you (for example, by email, in-app notice, or updating the “Last updated” date above) within 30 days. Your continued use of the Platform after the new Terms take effect constitutes your acceptance of them.

These Terms apply in addition to any other policies we publish on the Platform, including our Privacy Policy, Cancellation & Refund Policy, Acceptable Use Policy (set out in sections 11 and 12), and any Service Provider-specific terms. In the event of inconsistency, these Terms prevail to the extent of the inconsistency, however for personal information handling, Privacy Policy prevails.

2 Definitions

In these Terms, the following capitalised words have the meanings set out below.

- **Account** means a registered user account on the Platform.
- **Business Account** means an Account held by a company, partnership, or other organisation that can onboard one or more Employee Users. Business Account features may not be available to all Users and may be introduced or expanded over time.
- **Change Order** means a variation to a Booking (for example, additional work, materials, or time) agreed between a Customer and a Service Provider via the Platform.
- **Consumer** means a Customer who acquires Services for personal, domestic, or household use or consumption (within the meaning of the Australian Consumer Law).
- **Customer** means a User who requests or receives Services from a Service Provider through the Platform.
- **Employee User** means an individual user associated with a Business Account (for example, staff of a Service Provider) who can view or manage bookings and communications on behalf of that Business Account.
- **Job** or **Service Job** means the work or services to be performed by a Service Provider under a Booking.
- **Platform** or **Service** has the meaning given in section 1 and includes the Website, App, and related systems.
- **Service Provider (SP)** means a User (including a Business Account and its Employee Users) who offers or performs Services for Customers through the Platform.
- **Services** means trade and other services offered by Service Providers through the Platform (for example, electrical, plumbing, cleaning, or maintenance services), but not the operation of the Platform itself.
- **Small Business Customer** means a Customer who acquires Services for business purposes and employs fewer than 20 persons.
- **Stripe** and **Stripe Connect** mean the third-party payment processing services used by Help Nearby to process payments and make payouts.
- **User** means any person or entity that accesses or uses the Platform, including Customers, Service Providers, Business Accounts, and Employee Users.

Other terms are defined where they first appear.

3 User Eligibility

Age and capacity. You must be at least 18 years old and have the legal capacity to enter into binding contracts to create an Account or use the Platform. By using the Platform, you warrant that you meet these requirements.

Location. The Platform is intended for use in Australia. If you access the Platform from outside Australia, you are responsible for compliance with local laws where they apply.

Service Providers. To act as a Service Provider on the Platform, you must:

- comply with all laws, regulations, and industry standards that apply to the Services jobs you offer (including licensing, registration, and insurance requirements);
- provide information and documentation we reasonably request for verification (for example, identity documents, trade licences, insurance certificates); and
- ensure all information you provide remains accurate, up to date, and not misleading.
- Service Providers must hold an Australian Business Number (ABN) or be in the process of applying for one within 14 days of account approval.

We may refuse, suspend, or revoke your ability to act as a Service Provider at our discretion if we believe you do not meet these requirements.

4 Account Registration

Creating an Account. To access most features of the Platform, you must register and create an Account. You agree to:

- provide true, accurate, current, and complete information;
- keep your Account details up to date; and
- not create an Account for anyone other than yourself (or your organisation, where you are authorised to do so).

Business Accounts and Employee Users. If you create a Business Account (where this feature is available):

- you are responsible for all activity occurring under that Business Account and its Employee Users;
- you must ensure that each Employee User is authorised to act on your behalf and complies with these Terms; and
- you acknowledge that certain information (such as bookings, job history, messages, and earnings) may be visible to Business Account administrators.

Account Security. You are responsible for maintaining the confidentiality and security of your login credentials and for all activity under your Account. You must:

- not share your password with any third party;
- notify us immediately if you suspect unauthorised access or use of your Account; and
- use strong, unique passwords and take reasonable steps to protect your devices and systems.

We are not liable for any loss arising from your failure to safeguard your Account credentials.

Account Suspension and Termination. We may suspend, restrict, or terminate your Account at any time if we reasonably believe that:

- you have breached these Terms or any other policy;
- your conduct may harm other Users, Service Providers, Customers, or Help Nearby; or
- your Account is being used for fraudulent or unlawful purposes.

You may close your Account at any time by following the in-app process or contacting us. Closing your Account does not affect any rights or obligations that have already arisen (for example, outstanding payments, disputes, or our rights).

5 Marketplace Nature of the Platform

Help Nearby is a marketplace, not a service provider. Help Nearby operates a digital marketplace that connects Customers with independent Service Providers. We do not provide, perform, supervise, or guarantee any Services. All Services are carried out by Service Providers acting in their own capacity and not as our employees, agents, or representatives of Help Nearby.

While Help Nearby does not perform Services, we acknowledge that under Australian Consumer Law we may have certain non-excludable obligations in relation to the Platform itself and, in limited circumstances, in relation to Services facilitated through the Platform. Where such obligations apply and cannot be excluded, our liability is limited to the extent permitted by law.

No employment or partnership. Nothing in these Terms creates any employment, partnership, joint venture, agency, or fiduciary relationship between Help Nearby and any User. Service Providers use the Platform as independent businesses. Each Service Provider is responsible for determining and meeting their own legal obligations, including tax, superannuation (if applicable), and insurance requirements that apply to their business activities.

Agreements between Users. When a Customer and a Service Provider agree to a Booking (including any Change Orders), a separate contract for the Services is formed directly between them. Help Nearby is not a party to that contract. We are not responsible for:

- the quality, safety, or outcome of any Services;
- whether a Service Provider holds appropriate qualifications or licences at all times; or
- any loss, damage, or injury arising from a Job, except to the limited extent required by law.

Verification and checks. We may, but are not obliged to, carry out identity, licence, or other checks on Service Providers. Our checks are based on information provided to us and are not a guarantee of a Service Provider's suitability, reliability, or ongoing compliance. You should make your own enquiries before engaging or accepting a Job.

Customers are strongly encouraged to:

- ask Service Providers for proof of current licenses and insurance before work commences;
- verify Service Provider credentials independently for high-risk work (electrical, gas, structural); and
- report any concerns about qualifications immediately.

Off-platform dealings. To protect Users and the viability of the Platform, you must not:

circumvent or attempt to circumvent our fees or systems.

We may suspend or terminate your Account if we reasonably believe you are doing so.

Automated Decision Making The use of various algorithms that may not involve human input are used or could be used in the future to rank SPs in search results or the home page, remove users based off violations of policies or match SPs to customers based off their needs.

6 Service Provider Responsibilities

If you are a Service Provider, you agree that:

- you will provide Services with due care, skill, and diligence, in a professional manner and in accordance with all applicable laws, regulations, and standards;
- you will hold, and maintain for the duration of your use of the Platform, all licences, registrations, certifications, and insurances required to perform the Services you offer;
- you will ensure information on your profile (including pricing, availability, qualifications, and service descriptions) is accurate, not misleading, and kept up to date;
- you will only accept Bookings that you are reasonably able to complete at the agreed time and scope;
- you will communicate promptly and respectfully with Customers and Help Nearby staff;
- you will maintain appropriate public liability and other insurance based on the nature of your work; and
- you will comply with our Policies stated in this, all other legal documents and all other policies we publish.
- comply with anti-discrimination laws when offering or providing Services, including making reasonable adjustments for Customers with disabilities where required by the Disability Discrimination Act 1992;

7 Customer Responsibilities

If you are a Customer, you agree that:

- you will provide clear, accurate, and complete information about each Job, including access, site conditions, and any relevant risks or constraints;
- you will ensure that the property or Job site is safe and that you have the legal right to request the Services at that location;
- you will not request or permit any illegal work, or work that requires a licensed professional to be carried out by an unlicensed person;
- you will cooperate with the Service Provider, including providing access at the agreed time and responding to reasonable requests for information;
- you will pay all amounts due for Bookings and approved Change Orders in accordance with these Terms and any applicable policies; and
- you will treat Service Providers, Help Nearby staff, and other Users with respect and in accordance with our Acceptable Use Policy.

If you fail to meet these obligations, a Service Provider may be entitled to treat the Booking as cancelled by you, and cancellation or call-out charges may apply in accordance with our Cancellation & Refund Policy.

8 Accuracy of Public Information

If you are aware that Help Nearby displays inaccurate public information about your business (whether on an Unclaimed Listing or otherwise), you must:

- notify us promptly at contact@helpnearby.com.au; or
- claim your listing and correct the information.

Failure to correct inaccurate information that could mislead customers may result in liability under Australian Consumer Law.

You acknowledge that failing to meet these obligations may result in warnings temporary suspension, or permanent removal from the Platform, and may affect your ratings and visibility.

9 Bookings, Cancellations & Change Orders

Creating a Booking. A Booking is created when:

- a Customer submits a Service job request via the Platform; and
- a Service Provider accepts that request (including any quoted price, time window, and Job description) through the Platform.

The Booking details as recorded on the Platform form part of the agreement between the Customer and the Service Provider.

Change Orders. If, during a Job, the scope of work changes (for example, additional tasks, materials, or time), the Customer and Service Provider must record the variation as a Change Order via the Platform. Any additional amounts payable will be added to the Booking Amount or charged separately, as shown in the Platform interface. Please see section 8 Cancellations and Refund Policy for more.

Cancellations. Cancellation and refund rules are set out in our Cancellation & Refund Policy, which forms part of these Terms. In summary:

- Customers may cancel a Booking via the Platform, but cancellation fees or forfeiture of some or all of the Booking Amount may apply depending on the timing and circumstances;
- Service Providers should avoid cancelling Bookings except where necessary. Cancellation fees may apply depending on the timing and circumstances. Repeated cancellations may affect ratings and access to the Platform; and
- if a Service Provider cancels or fails to attend a Booking, the Customer may be entitled to a refund and/or assistance in finding a replacement Service Provider.

No-shows and access issues. If a Customer does not provide access or is not present at the Job location at the agreed time (and has not cancelled in accordance with the Cancellation & Refund Policy), the Service Provider may treat the Booking as cancelled by the Customer and may be entitled to a cancellation or call-out fee.

If a Service Provider fails to attend without reasonable notice, Help Nearby may, at its discretion, provide support to the Customer, including facilitating refunds or alternative arrangements. However, Help Nearby is not responsible for delays or failures by Service Providers.

More information about this can be found in the Cancellation and Refund policies document.

10 Payments and Payment Processing

Payment processing. Payments on the Platform are processed by Stripe and/or Stripe Connect on our behalf. By using the Platform, you agree to comply with Stripe’s terms and conditions, which may be presented to you when adding a payment method or onboarding as a Service Provider.

Booking Payments. Unless otherwise stated, Customers are charged the Booking Amount when a Booking is confirmed. The Booking Amount is processed under arrangements facilitated by Stripe Connect and held by the relevant payment provider until the Job is completed or a refund is processed in accordance with these Terms and our policies.

Service fees. Help Nearby may charge:

- Customers a service fee included in the total price shown at checkout; and
- Service Providers a platform or transaction fee deducted from payouts.

Applicable fees will be displayed in the Platform at the time of Booking or onboarding. We may change our fee structure from time to time by updating the Platform and these Terms.

- A Job will be treated as completed for the purposes of releasing the Booking Amount when:
- the Customer and the Service Provider have both marked the Job as completed through the Platform; or
- neither party has marked the Job as completed, but no party has notified us of a dispute through the Platform or via the contact details in section 20 within 7 days after the scheduled completion time shown in the Platform (deemed completion).

Once a Job is treated as completed under this section, and subject to any hold periods, compliance checks, or disputes raised under section 20:

- the net amount payable to the Service Provider (after our fees and any applicable adjustments) will be released via Stripe Connect to the payout method nominated by the Service Provider; and
- any remaining funds, if applicable, will be handled in accordance with our Cancellation & Refund Policy.

Chargebacks and reversals. If a payment is reversed, disputed, or charged back by a Customer’s bank or card issuer:

- Help Nearby may suspend payouts related to the disputed transaction;
- the relevant Service Provider may be required to reimburse Help Nearby for any amounts already paid out; and

- we may recover such amounts by deducting from future payouts or by other lawful means.

Before deducting disputed amounts from future payouts, we will:

- notify you of the chargeback or reversal;
- provide you with an opportunity to respond within 7 business days;
- consider any evidence you provide; and
- advise you of our decision and any deductions prior to processing.

You may dispute our decision by following the complaints process in Section 20.

Taxes. Service Providers are solely responsible for determining and meeting their tax obligations (including GST, income tax, and any other taxes) arising from their use of the Platform and the Services they provide. Help Nearby does not act as a tax agent and does not provide tax advice.

11 Reviews & Ratings

Leaving reviews. The Platform may allow Customers and Service Providers to rate and review each other after a Job. Reviews must be honest, fair, and based on your own firsthand experience.

Review guidelines When posting a review, you must not:

- use offensive, abusive, or hateful language;
- include defamatory, misleading, or false statements;
- include personal information about another person without their consent;
- reference ongoing legal proceedings; or
- organise or participate in campaigns to manipulate ratings.

Use of Reviews Reviews form part of a User's profile and may be visible to other Users and visitors to the Platform. Help Nearby may use reviews, ratings, and related information for:

- operating and improving the Platform;
- fraud detection, safety, and risk analysis; and
- marketing and promotional activities (for example, displaying anonymised quotes).

Moderation We are not obliged to monitor or moderate reviews but may do so at our discretion. We may edit, hide, or remove any review that we consider breaches these Terms, is unlawful, or is otherwise inappropriate.

11.1 Third-Party Reviews

Unclaimed Listings may display reviews (not including text) collected from public review platforms (such as Google Reviews, Facebook, or ProductReview.com.au). These reviews:

- are provided for informational purposes only;
- reflect the opinions of third-party users, not Help Nearby;
- may not be current or verified;
- are attributed to their original source; and
- will be removed upon request from the business owner or original reviewer.

Help Nearby is not responsible for the accuracy or content of third-party reviews. To remove a third-party review, contact us at contact@helpnearby.com.au.

12 Prohibited Conduct

This section 11 (together with section 12) constitutes our **Acceptable Use Policy**.

You must use the Platform only for lawful purposes and in accordance with these Terms. You must not:

- violate any applicable law or regulation;
- use the Platform to request, offer, or perform any illegal or unsafe Services;
- circumvent or attempt to circumvent our fees, payment systems, or security measures;
- create Accounts using false information or on behalf of others without authorisation;
- scrape, harvest, or collect information from the Platform (including email addresses or phone numbers) for spam or unsolicited communications;
- interfere with or disrupt the operation of the Platform or any networks or systems connected to it;
- upload or transmit any malicious code, virus, or other harmful material;
- impersonate any person or entity, or misrepresent your affiliation with any person or entity;
- harass, threaten, or abuse other Users or Help Nearby staff;
- post or transmit content that is defamatory, obscene, discriminatory, hateful, or otherwise objectionable; or
- use the Platform in any manner that, in our reasonable opinion, damages or is likely to damage our reputation or the reputation of other Users.
- refuse to provide Services to, or accept Bookings from, any person on the basis of a protected attribute (including race, sex, disability, age, sexual orientation, or religion) except where permitted by law;

We may investigate and take appropriate action for any suspected breach of this section, including suspending or terminating Accounts and, where appropriate, reporting matters to law enforcement or regulators.

13 Content & Messaging

User content. The Platform may allow you to submit, upload, or transmit content, including text, photos, videos, documents, Job descriptions, quotes, invoices, and messages (“User Content”). You are solely responsible for your User Content.

By submitting User Content, you grant Help Nearby a non-exclusive, worldwide, royalty-free, transferable licence (with the right to sub-licence) to use, copy, modify, distribute, display, and perform that content as reasonably necessary to operate, promote, and improve the Platform.

You warrant that you have all rights necessary to grant this licence and that your User Content does not infringe any third-party rights or breach any law.

Messaging and communications. The Platform includes messaging features that allow Customers and Service Providers (and, where relevant, Business Account administrators and Employee Users) to communicate about Jobs. You acknowledge that:

messages sent through the Platform are not private communications between you and the other User; and

- Help Nearby staff may access, review, and use message content for safety, fraud prevention, dispute resolution, and to enforce these Terms.
- You must not use the messaging features to send spam, harassment, threats, or content that breaches section 11.

Content removal We may remove or restrict access to any User Content or messages that we reasonably believe breach these Terms, are unlawful, or pose a risk to Users or the Platform.



14 Content & Messaging

User content. The Platform may allow you to submit, upload, or transmit content, including text, photos, videos, documents, Job descriptions, quotes, invoices, and messages (“User Content”). You are solely responsible for your User Content.

By submitting User Content, you grant Help Nearby a non-exclusive, worldwide, royalty-free, transferable licence (with the right to sub-licence) to use, copy, modify, distribute, display, and perform that content as reasonably necessary to operate, promote, and improve the Platform.

You warrant that you have all rights necessary to grant this licence and that your User Content does not infringe any third-party rights or breach any law.

Messaging and communications. The Platform includes messaging features that allow Customers and Service Providers (and, where relevant, Business Account administrators and Employee Users) to communicate about Jobs. You acknowledge that:

- messages sent through the Platform are not private communications between you and the other User; and
- Help Nearby staff may access, review, and use message content for safety, fraud prevention, dispute resolution, and to enforce these Terms.

You must not use the messaging features to send spam, harassment, threats, or content that breaches section 11.

Content removal. We may remove or restrict access to any User Content or messages that we reasonably believe breach these Terms, are unlawful, or pose a risk to Users or the Platform.



15 Data Security and Breach Notification

Help Nearby takes reasonable steps to protect your personal information from misuse, interference, loss, and unauthorised access.

In the event of a data breach that is likely to result in serious harm, we will:

- notify affected individuals as required under the Privacy Act 1988;
- notify the Office of the Australian Information Commissioner; and
- take steps to remediate the breach.

You acknowledge that despite reasonable security measures, no system can be completely secure. Help Nearby is not liable for unauthorised access that occurs despite our reasonable security measures, except where such liability cannot be excluded under the Privacy Act or Australian Consumer Law.

16 Intellectual Property and Licence to Use the Platform

Our rights. The Platform and all associated content (excluding User Content), including software, source code, databases, designs, text, graphics, logos, icons, photographs, and audio-visual materials (“Help Nearby Content”) are owned or licensed by Help Nearby and are protected by copyright, trade mark, and other intellectual property laws.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for your personal or internal business purposes. You must not:

- copy, reproduce, modify, distribute, sell, or create derivative works from any Help Nearby Content; or
- reverse engineer, decompile, or attempt to extract the source code of any part of the Platform, except to the extent permitted by law.

Use of our brand You must not use our trade marks, logos, or branding without our prior written consent, other than as necessary to use the Platform in accordance with these Terms.

16.1 Third-Party Content on Unclaimed Listings

Content on Unclaimed Listings (including photos, descriptions, and reviews) may be sourced from publicly available websites and directories. Such content remains the property of its original owners.

If you believe content on an Unclaimed Listing infringes your copyright or other intellectual property rights:

- submit a takedown notice to contact@helpnearby.com.au including:
 - identification of the copyrighted work
 - location on our Platform (URL)
 - proof of ownership
 - contact details
 - we will investigate and, if appropriate, remove the content within 7 business days.
-

17 Disclaimer

To the maximum extent permitted by law, the Platform is provided on an “as is” and “as available” basis. While we use reasonable efforts to maintain and operate the Platform, we do not guarantee that it will be uninterrupted, error-free, secure, or free from viruses or other harmful components.

Help Nearby does not:

- endorse, guarantee, or make any representation about any Service Provider, Customer, or Job;
- guarantee that a particular Service Provider will accept a Booking or that a Job will be completed within any particular timeframe;
- guarantee any specific outcome or result from the Services; or
- provide any professional, trade, technical, or legal advice.

You use the Platform, engage with other Users, and enter into Jobs at your own risk. You are responsible for making your own assessments about the suitability, qualifications, and reliability of Service Providers and Customers.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantees, rights, or remedies that cannot be excluded under the Australian Consumer Law or other applicable law. Where our liability cannot be excluded but can be limited, it is limited in accordance with section 16.

17.1 Unclaimed Listings Disclaimer

For Unclaimed Listings sourced from public data:

- information is provided “as is” and may be incomplete, outdated, or inaccurate;
- we have not verified the business’s current licensing, insurance, or trading status;
- bookings cannot be made through Unclaimed Listings - customers must contact the businesses directly;
- we bear no liability for reliance on unverified public information; and
- customers should independently verify all details before engaging services.

To the maximum extent permitted by law, Help Nearby disclaims all liability for Unclaimed Listings, except for liability that cannot be excluded under the Australian Consumer Law.

18 Limitation of Liability

Exclusion of certain loss. To the maximum extent permitted by law, Help Nearby is not liable for any loss or damage arising out of or in connection with:

- any act or omission of a Service Provider or Customer;
- the performance, non-performance, or quality of any Services;
- personal injury, death, or property damage arising from a Job;
- any unauthorised access to or use of your Account or data; or
- any interruption, delay, or failure of the Platform

except to the extent caused by Help Nearby's negligence or where liability cannot be excluded by law.

Limitation of amount. To the maximum extent permitted by law, and subject to any non-excludable rights under the Australian Consumer Law, our total aggregate liability to you for all claims arising out of or in connection with the Platform or these Terms is limited to the lesser of:

- the total fees paid by you to us in the 6 months preceding the event giving rise to the claim; and
- AUD \$100.

Consumer guarantees. Where the Australian Consumer Law applies and our services to you are not of a kind ordinarily acquired for personal, domestic, or household use or consumption, our liability for failure to comply with a consumer guarantee is limited, at our option, to:

- supplying the services again; or
- paying the cost of having the services supplied again.

Where you are a Consumer or Small Business Customer within the meaning of the Australian Consumer Law, consumer guarantees apply to the Platform and, in certain circumstances, to Services facilitated through the Platform. Our liability for breach of consumer guarantees cannot be excluded but may be limited as set out in this section 16. For business-to-business transactions (where both parties are businesses and consumer guarantees do not apply), our liability is limited as set out in section 16.

19 Indemnity

You agree to indemnify and hold harmless Help Nearby and its directors, officers, employees, and contractors from and against any loss, damage, liability, cost, or expense (including reasonable legal fees) arising out of or in connection with:

- your breach of these Terms or any other policy we publish;
- any Job, including any claim by a Service Provider, Customer, or third party relating to the Services you provide or receive;
- your violation of any law or the rights of any third party; or
- your negligent, reckless, or intentional conduct.

This indemnity is reduced to the extent that the loss is caused by Help Nearby's own negligent or unlawful conduct.

Indemnity is limited to losses caused by the user's breach, negligence, or unlawful conduct, and reasonably foreseeable losses.

20 Termination

We may suspend or terminate your access to the Platform (in whole or in part) at any time, with or without notice, if we reasonably believe that you have breached these Terms, pose a risk to other Users or to Help Nearby, or where we are required to do so by law or a regulator.

You may stop using the Platform at any time and may close your Account as described in section 4.4. On termination:

- your right to access and use the Platform immediately ceases;
- we may retain and use your information as required or permitted by law, including for dispute resolution, legal compliance, and record-keeping; and
- all sections and any other provisions which by their nature should survive, will continue to apply.

If you feel that you have been unfairly suspended/terminated for reasons other than safety/fraud/legal obligations please contact us at contact@helpnearby.com.au to discuss your suspension/termination.

21 Governing Law

These Terms are governed by the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

22 Dispute Resolution

Between Users. Customers and Service Providers should first attempt to resolve any dispute between themselves. The Platform provides tools (including messaging and Job records) to assist with this.

Help Nearby assistance. If you are unable to resolve a dispute directly, you may contact us for limited assistance. We may, at our discretion:

- review relevant Job information, photos taken during or after the job and messages; and
- make a determination for the purposes of processing refunds, releasing Booking Amounts through our payment provider, or taking account-related actions.

Any determination we make is solely for the operation of the Platform and does not amount to legal advice or a binding decision on the parties' rights outside the Platform.

Legal proceedings. Nothing in this section prevents either party from seeking urgent injunctive relief or commencing legal proceedings where appropriate.

If you are not satisfied with our resolution of a complaint, you may:

- lodge a complaint with the NSW Fair Trading or your state consumer protection agency;
- contact the Australian Competition and Consumer Commission (ACCC);
- seek independent legal advice; or
- commence proceedings in a court or tribunal of competent jurisdiction.

For privacy-related complaints, you may contact the Office of the Australian Information Commissioner (OAIC) at www.oaic.gov.au.

Help Nearby is committed to resolving disputes fairly and efficiently. We will provide our final response to complaints within 30 business days where practicable.



23 Accessibility

Help Nearby is committed to ensuring the Platform is accessible to people with disabilities. We aim to meet Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards.

If you experience accessibility barriers, please contact us at contact@helpnearby.com.au and we will work with you to provide the information or service you need in an alternative format.

24 Force Majeure

Neither party is liable for any failure or delay in performing its obligations (other than payment obligations) where such failure or delay results from events beyond reasonable control, including:

- natural disasters, pandemics, or government emergency declarations;
- failure of third-party infrastructure (including Stripe, cloud services, or telecommunications);
- strikes, industrial action, or civil unrest; or
- acts of war or terrorism.

The affected party must promptly notify the other party and use reasonable efforts to minimise the impact. If a force majeure event continues for more than 30 days, either party may terminate the affected Booking or service.

25 Contact Information

If you have any questions about these Terms or the Platform, or wish to make a complaint, please contact us:

Help Nearby Pty Ltd

Unit 2201,
10 Atchison Street
St Leonards NSW 2065
Australia

Email: contact@helpnearby.com.au

End of Terms of Service