

#CORPORATEADVICE™

Marketplace

Lister Agreement

Sports Stars Pty Ltd

ACN 621 501 817

2018

Starfinda Lister Terms of Service

About Us

Starfinda provides an online platform where sports stars and coaches can list profiles so that people can easily find and book them for coaching services, event appearances and guest speaking. Scheduling, bookings and payments are all automatically managed by the platform.

Agreement

1. About these Terms

- 1.1 You should read these Terms carefully. They apply to your use of the Services and the Website.
- 1.2 In these Terms, “**Starfinda**”, “**we**”, “**us**” or “**our**” means Sports Stars Pty Ltd (ACN 621 501 817) and includes its directors, employees and agents. “**Lister**”, “**you**” or “**your**” means the person, company, association or organisation who accepts these Terms. Additional definitions are set out in clause 19.
- 1.3 By registering with Starfinda or listing goods or services on the Marketplace, you indicate your acceptance of these Terms (including any associated Charges). By accepting these Terms, you agree to the obligations imposed on you under these Terms and, in exchange, we agree to provide you with access to the Services. If you do not agree to these Terms you should immediately cease accessing the Website and using the Services.
- 1.4 We reserve all rights to alter these Terms at our discretion. Each time you use the Website or Services, it is your responsibility to be aware of our current terms. Your continued use of the Website and/or Services following the posting of changes to these Terms will be deemed your acceptance of those changes.
- 1.5 These Terms, as amended by us from time to time, continue to apply for the duration of your use of the Website and Services or until terminated in accordance with clause (h)II.

2. Overview of Services

- 2.1 The Marketplace provides an easy and convenient way for Listers to publish profiles outlining their expertise so that Users can easily find and book them for coaching services, event appearances and guest speaking. We do not supply or sell goods and/or services on, or via, the Website.
- 2.2 As a Lister, you will have:
- (a) the ability to create a profile to be displayed on the Marketplace which includes, but is not limited to:
 - I. a profile summary (including but not limited to, your name, location, accreditations, training locations, the age group that you coach and the type of training sessions that you offer);
 - II. a display of up to 5 images and/or videos relating to the Lister; and
 - III. a description of the services that the Lister is able to offer to Users.
 - (b) the ability to receive booking requests from Users who are interested in engaging you to provide coaching services, event appearances and/or guest speaking, and the ability to accept or reject such requests;
 - (c) where a live booking is being completed by a User, the ability to chat to the User instantly via in the inbuilt chat platform on the Website;
 - (d) the ability to receive notifications about any booking information;
 - (e) in relation to coaching services, the ability to send hints and tips to Users that you have completed coaching engagements with;
 - (f) the opportunity to access performance data in relation to your profile which was created, or has come into existence, as a result of your use of the Website, such as ratings and reviews from Users regarding their experience with your services;
 - (g) the ability to contact Starfinda support directly; and
 - (h) the ability to contact Users directly in order to make further inquiries or updates.
- 2.3 For the avoidance of doubt, all purchases and/or payments made pursuant to any agreement which utilises the Services is between you and the end User to the exclusion of Starfinda.

3. Using the Services

- 3.1 Any information we provide to Listers is supplied in good faith, but we do not guarantee the accuracy or completeness of any information provided by us or any third party, including any User or other Lister. You agree that it is your responsibility to make enquiries as to the accuracy or completeness of any information which we receive from you or third parties.
- 3.2 You agree that you will bear the sole responsibility for any activity that occurs on your account. You must keep your account details and password secure, as you are responsible for any activity on your account (whether undertaken by you or anyone else). You agree to notify us immediately if you become aware of or suspect any security breach or unauthorised use of your password or account.
- 3.3 The Services may contain links to other websites. Those links are provided for convenience only and may not be current. Any hyperlinks or banners advertising other websites on the Website, or external websites that advertise the Website, are not subject to our control or privacy standards, policies and procedures. We will not be responsible for the content or privacy practices associated with such linked websites and we recommend that you make your own enquiries as to the privacy and other policies of those third parties.
- 3.4 You must take precautions to ensure that when accessing the Services, you do not expose your telecommunications or computer systems to viruses, malware or other forms of interference that may damage your telecommunications or computer systems. We are not responsible for any such damage to your telecommunications or computer systems which may arise in connection with your access to the Website and use of the Services.
- 3.5 You acknowledge that, from time-to-time and at our absolute discretion, you must provide us with an official working with children check for each separate state that you work in. Additionally, we may, from time-to-time and at our absolute discretion, request that you provide us with a police check for each state that you work in in order to use the Services.
- 3.6 You acknowledge that we have no obligation to provide you with customer

support of any kind. However, we may provide you with customer support from time to time, at our sole discretion, provided that you submit your enquiries to info@starfinda.com.au.

- 3.7 We may, at our absolute discretion, terminate, suspend or delete your Starfinda account or restrict your access to the Services (or any part of the Services) for any reason without notice. This includes for security, technical, maintenance, legal or regulatory reasons or due to any breach of these Terms. If we do this, you may be prevented from accessing all or parts of the Services, your account details or other content contained in your account. We will not be liable to you for doing so.
- 3.8 If you fail to comply with these Terms (including a failure to pay any Charges on time), we may, at our absolute discretion and without liability:
- (a) immediately, temporarily or permanently withdraw your right to access and use the Services and the Website (including deletion of your account);
 - (b) immediately temporarily or permanently remove goods and/or services listed by you for sale on the Marketplace;
 - (c) take any other legal action against you; or
 - (d) refer or report any suspected fraudulent, abusive or illegal activity to relevant law enforcement authorities.

4. Registration

- 4.1 To access the Services, you must register with us by providing us with Registration Data as requested. You may not use one email address to register for multiple accounts. You must be over 18 years of age to be registered as a Lister.
- 4.2 We reserve the right to decline your registration request if you do not pass our verification process.
- 4.3 You must be at least 18 years of age to register with us to use the Services and Website. By submitting Registration Data to us, you acknowledge that you meet this age requirement. We reserve the right to take legal action and seek compensation from a parent or guardian of a person under the age of 18 for any loss or damage we may suffer as a result of, or in connection with, any transaction entered into on, or via, the Website by that person.

- 4.4 If you provide Registration Data to us, you represent and warrant to us that the Registration Data provided is true, complete, accurate and up to date, and you undertake to maintain the truthfulness, completeness and accuracy of your Registration Data as necessary and/or as required by us.
- 4.5 If you provide us with Registration Data, you consent to the following:
- (a) we may provide your Registration Data to Users for the purposes of providing you with the Services;
 - (a) you may receive emails from us confirming the details of your registration and any subscriptions to the Services made through your account, providing you with necessary information relating to your access and use of the Services and any subscriptions to the Services made through your account; and
 - (b) from time to time, we may email you regarding our Services or third-party products and services which we believe may be of interest to you, such as new products, services, features, special offers and updated information. The emails may contain code that enables our database to track your usage of the emails, including whether the email was opened and/or what links (if any) were clicked. We may combine that information with other information which we have about you and may use that information to improve your site experience and/or provide customised email communications to you.
- 4.6 You allow us to refer to you in any publicity we engage in after we have provided you with the Services or, with your permission, during our provision to you of the Services.
- 4.7 You acknowledge that we may use your Registration Data and any other personal information provided to us in accordance with our Privacy Policy.
- 5. How much do we charge for the Services?**
- 5.1 You agree that immediately upon registration in accordance with clause 4, we will charge a 15% fee on each transaction that you enter into with a User, as set out on the Website or as notified by us from time to time (“Charges”).
- 5.2 The Charges are deducted from the total amount paid by the User including any applicable taxes and excluding credit card processing fees

(that are paid by the User).

- 5.3 The Charges are inclusive of GST unless otherwise specified.
- 5.4 You are entitled to the remaining 85% of the transaction amount once the Charges have been deducted ("**Lister Fee**").

6. How do you get paid?

- 6.1 Provided that you have supplied us with valid bank account details in your name, you will receive all applicable Lister Fees in Australian Dollars via electronic funds transfer.
- 6.2 Lister Fees relating to coaching services will be made to you at the time of booking once we receive final payment from the end User. Lister Fees relating to event services will be made to you twenty-four (24) hours after the relevant event is completed.
- 6.3 We are entitled to accrue all applicable Lister Fees and withhold payment until payment is due under clause 6.2.
- 6.4 If payment by a User for a transaction via the Website is rejected or does not settle, you will not be entitled to a Lister Fee on that transaction.
- 6.5 If we receive a complaint from a User about goods and/or services purchased from you:
 - (a) we are entitled to withhold the applicable Lister Fee for that purchase and refund it to the User at our sole discretion; or
 - (b) if the applicable Lister Fee has already been paid to you, we may require you to immediately refund the Lister Fee as directed by us.
- 6.6 You indemnify us for any loss, liability or cost that we directly or indirectly suffer in relation to any tax laws or rulings as a result of, or in connection with your use of the Website, the Services or your obligations under these Terms.

7. What are your obligations?

- 7.1 You must at all times comply with your obligations under these Terms and fulfil your obligations in a timely manner.
- 7.2 Your obligations include, but are not limited to, the following:

(a) Creation and Maintenance of Profile

You bear sole responsibility for creating a profile to be displayed via the Website with high resolution photos and/or videos and a brief a

brief profile summary. Your profile must be reflective of the actual goods and/or services offered by you, be kept up-to-date at all times and must not be misleading or deceptive. You must ensure that content uploaded to your profile does not infringe any Intellectual Property Rights.

(b) **Defamatory Content**

You must not upload any content to the Website that promotes intolerance, racism, illegal behaviour or contains defamatory content. We reserve the right (but not the obligation) to amend or remove any content uploaded to the Website without the uploader's consent and without notice to the uploader (including for the purposes of attempting to avoid the upload of content prohibited by this clause 7.2).

(c) **Viruses and Hacking**

You must not misuse any part of the Website by introducing viruses, trojans or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to any part of the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not engage in any activity that interferes with or disrupts the Services or the servers and networks which host the Services and you must not attempt to circumvent, disable or otherwise interfere with any security-related features of the Services or any features which prevent or restrict the use or copying of any content or enforce limitations on the use of the Services or the content of the Website.

(d) **Interactions with Users**

You must not advocate, support or practise discrimination based on race, religion, age, national origin, language, gender, sexual orientation, or mental or physical handicap. Any complaints regarding abuse or derogatory behaviour on the part of any Lister may see such Lister(s) removed from the Website, result in the termination or suspension of their account and/or lead to restricted access to the Services, at our absolute discretion.

(e) **Service Quality**

You must ensure that all services that you sell via the Website are provided to Users with acceptable care and skill and in compliance with any applicable obligations under the *Competition and Consumer Act 2010* (Cth). This includes, but is not limited to, showing up to any coaching, event and/or guest speaking appointments that were booked via the Website on time and prepared.

(f) **Willing and Able**

At the time that you list any goods and/or services via the Website, you must be willing and able to provide such goods and/or services to Users. All prices listed on the Marketplace should be in Australian Dollars and include goods and services tax (GST), unless otherwise specified. You are expected to respond to Users' requests, including booking requests for event appearances and guest speaking, within 24 hours or within such other timeframe as specified by us from time to time. All coaching bookings will otherwise be instantly booked via the Website, unless otherwise specified by us from time to time.

- 7.3 You acknowledge and agree that, in order for us to be able to provide the Services to you without interruption you will, at your cost, at all times:
- (a) co-operate with and reasonably assist us to provide the Services;
 - (b) promptly provide us with full and accurate information, data and explanations with regard to any dispute, complaint, issue or otherwise that may arise, as and when required; and
 - (c) inform us of any abusive or allegedly abusive behaviour from any User or Lister on the Website.
- 7.4 You must procure all necessary consents or authorisations from any third parties which may be required from time to time in order for us to be able to provide the Services to you.
- 7.5 If we are delayed, obliged to spend additional time or incur additional expenses in order to provide you with the Services or otherwise perform any of our obligations under these Terms by reason of your act, omission, failure to provide information (in a timely manner or at all) or your instructions, you shall compensate us by reimbursing us for any additional reasonable costs and expenses incurred by us or on our behalf. In this situation, any agreed delivery or action times specified or implied by us

regarding any of our obligations to you shall be extended accordingly.

7.6 It is your obligation to ensure that any written communication we send to you correctly reflects your details. If any changes occur to your details, you must give us written notice of these changes so that we may update your details (which change will be made within a reasonable period of time).

7.7 Any goods and/or services listed on, or via, the Website is an acknowledgement by you that you meet the specified age requirement to transact with the User, accept these Terms and agree that these Terms are binding.

8. Cancellation of bookings

8.1 Coaching

- (a) Once you have confirmed a booking for coaching services via the Website, you or the relevant User may cancel or reschedule the booking at any time outside of the twenty-four (24) hour period before the scheduled booking time.
- (b) Once within the twenty-four (24) hour period before the scheduled booking time:
 - I. if the User cancels the booking, the User will be entitled to a refund of the Lister Fee. Of the remaining Charges retained by us, you will receive 85% and we will receive 15%; and
 - II. if you cancel the booking, you must refund the Lister Fee to us. In addition, you will be charged 15% of the total booking fee paid by the User.
- (c) In the case of cancellation of coaching services, you must refund the applicable Lister Fee for that booking to us within 5 days.

8.2 Event appearances and guest speaking

If a User cancels an event appearance or guest speaking service:

- (a) More than 7 days before the scheduled date of an event, the User will be charged a cancellation fee of 15% of the total booking fee charged by you. Of the 15% fee, you will receive 85% and we will receive 15%; and
- (b) If the User cancels less than 7 days before the scheduled date of an event, the User will be charged the entire booking fee, of which you

will be entitled to the Lister Fee and we will be entitled to the Charges.

8.3 You may not cancel any event appearance or guest speaking service via the Website. You must lodge a notification to us via the Website, and we, at our absolute discretion, will endeavour to find a solution that benefits the User, including but not limited to by providing a 100% refund of any amount paid by the User in respect of the event appearance or guest speaking service.

8.4 In the case of a refund the refund will be managed by us.

9. Termination

9.1 In addition to our rights under clause 3, we may, at our absolute discretion, terminate these Terms or cease to supply you with the Services, if:

- (a) it transpires that you have provided false or misleading information on the Website;
- (b) you are found by us to be offensive or abusive to a User or other Lister;
- (c) you accumulate repeated reports of customer dissatisfaction, to be determined at our discretion;
- (d) your business ceases to operate or you sell a majority interest in your business to a new owner; or
- (e) you do not comply with your obligations under these Terms.

9.2 Without limiting any other clause in these Terms, if you fail to show up at the agreed place and time to fulfil a booking made with a User and you did not contact us at info@starfinda.com.au or the relevant User to communicate your inability to show up, you will receive a warning from us. If you engage in this behaviour a second time, we may immediately terminate these Terms or cease to supply you with the Services.

9.3 If your access to the Services is terminated for any reason, we will be entitled to payment for all outstanding Charges properly incurred by us up to the date of termination and any Charges incurred during any applicable notice period or otherwise specified in these Terms.

10. Warranties

10.1 We will, within a reasonable period of time, investigate any alleged error or other issue regarding any of the Services, provided that you notify us in

writing within seven (7) days of becoming aware of the error or other issue and give us all necessary information to be able to investigate the error or other issue. Notwithstanding, you agree that our liability will be limited in any event to the right to attempt redelivery of the Services to you.

- 10.2 You agree to use your reasonable endeavours to ensure that the information you supply to any User or to us is complete and accurate and notify us (and, if relevant, the User(s)) in writing if there is any change to the information supplied.
- 10.3 Except as provided in these Terms, no further warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance or fitness for purpose of the Services provided in accordance with these Terms is given by us, other than as required by law. All implied warranties are hereby excluded.
- 10.4 Nothing contained in these Terms excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* (Cth) or any other national, state or territory legislation where to do so is unlawful.

11. Liability

- 11.1 To the extent permitted by law, we will not be liable for any loss, expenses, liabilities, costs or damage caused by viruses, system failures or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of any part of the Website or downloading of any material or content posted on it, or on any website linked to it. We recommend that you have up-to-date virus checking software installed.
- 11.2 You acknowledge that we provide a marketplace service for connecting Users and Listers to use the Services, and are in no way involved in purchases or payments in relation to goods and/or services displayed on the Website. To the fullest extent permitted by law, we are not responsible for dealing with, and not liable for, any disputes or complaints made by you or any User in relation to the goods or services sold on, or via, the Website (including any dispute or complaint regarding refunds, payment, goods or services).

11.3 You agree that we will not be liable for any indirect, consequential, special or exemplary losses, expenses or liabilities or any loss of profits, loss of revenue, economic loss, loss of goodwill, loss, corruption or alteration of data, failure to realise anticipated savings, loss of opportunity, expectation loss or loss of production arising out of, or in connection with, the provision or use of the Services, the Marketplace, the Website or these Terms.

11.4 You agree that, in any event, our maximum aggregate liability to you under these Terms will be the total Charges that you have paid in the 3 months preceding the claim.

11.5 The Lister acknowledges and agrees that the limitations of liability contained in this clause are a fair and reasonable allocation of the commercial risk between the parties.

11.6 This clause 11 survives termination or expiry of these Terms.

12. Indemnity

12.1 To the fullest extent permitted by law, you agree that you waive, release, discharge and relinquish any and all claims that you have now or may have against us which are connected with, arise out of, relate to or are incidental to the provision of the Website and your use of the Services.

12.2 You indemnify us, and hold us harmless, from and against any and all claims, loss, damage, taxes, liabilities and/or expenses that may be incurred by us arising out of, or in connection with, your use of the Website, the Services and any breach by you of these Terms.

12.3 You agree and acknowledge that we will not be liable or responsible for any loss or damage suffered by any User due to your actions, and you will indemnify us from and against any and all claims by any User in relation to any and all content created by you or any actions by you.

12.4 This clause 12 survives termination or expiry of these Terms.

13. Intellectual Property

13.1 You acknowledge that all Intellectual Property Rights in the Services, Marketplace and Website are the property of us (or our licensors) and your use of, and access to, the Services, Marketplace and Website does not give you any rights, title or interest in or to the Services, Marketplace or

Website. Unless expressly authorised either under these Terms or otherwise by the licensors, you may not reproduce, adapt, modify, display, perform or distribute the Services, Marketplace or Website or any part of the Services, Marketplace or Website.

13.2 You may not modify or copy the layout or appearance of the Services or any computer software or code contained in the Services, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Services.

13.3 We grant you, for the duration of these Terms as determined in accordance with clause 1.5, a non-exclusive, non-transferable and revocable licence to use the Intellectual Property Rights embodied in the Services to the extent necessary for you to use the Services, Marketplace and Website for your business purposes.

13.4 By uploading, posting, transmitting or otherwise making available any material via the Services, Marketplace or Website, you:

(a) grant to us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to use, publish, reproduce and otherwise exploit that material in any form to enable us to provide the Services, Marketplace and Website and unconditionally waive any moral rights that you might have in respect of that material; and

(b) represent and warrant that you either own the Intellectual Property Rights in that material or have the necessary permission to upload, post, transmit or otherwise make available that material via the Website.

14. Privacy

14.1 We are committed to protecting your privacy and personal information. Further details about our practices relating to the collection, use, disclosure and storage of your personal information can be found in our Privacy Policy.

15. Unavoidable Events

15.1 We will not be liable to you if we are prevented from, or delayed in, providing the Services due to acts, events, omissions or accidents beyond our reasonable control ("**Unavoidable Events**"). Where an Unavoidable

Event occurs, we will attempt to recommence provision of the Services as soon as reasonably practicable.

16. Dispute Resolution

16.1 If you have a complaint about the performance of these Terms or the Services, you will contact us at info@starfinda.com.au in the first instance and allow us reasonable time to consider your complaint, determine a possible solution and notify you of the solution.

16.2 This clause 16 survives the expiry or termination of these Terms.

17. Linking to the Website

17.1 You may link to the Website, provided that you do so in a way that is fair and legal and does not damage, or take advantage of, our goodwill. You must not establish a link in such a way as to suggest any form of association, approval or endorsement by us where none exists.

17.2 You must not establish a link to the Website from any website that is not owned by you (except with the website owner's express permission).

17.3 The Website must not be framed on any other website.

17.4 We reserve the right to withdraw linking permission under this Clause 17 by updating these Terms on the Website.

18. General

18.1 We may assign, sub-contract, or otherwise transfer any or all of its rights and/or obligations under these Terms. You may only assign, subcontract, or otherwise transfer any or all of your rights and/or obligations with our prior written consent, which can be refused at our absolute discretion.

18.2 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.

18.3 If you are using the Services for the supply of goods and/or services directly to a third party, then you will:

- (a) procure that such third party shall comply with these Terms; and
- (b) indemnify us for any claim, loss, damage or expense incurred by us as a result of any breach of these Terms by such third party.

- 18.4 Starfinda and you are independent. No contractor, agency, partnership, joint venture, fiduciary or employment relationship is created by these Terms. Neither we nor you will have, nor represent that we or you have, any authority to make any commitments on the other party's behalf except expressly pursuant to these Terms.
- 18.5 Any provision of these Terms that is found to be void or unenforceable will, to the extent that it is void or unenforceable, be severed from these Terms without affecting the enforceability or validity of any other provisions.
- 18.6 These Terms shall be governed by, and construed in accordance with, the laws of Victoria, Australia. The parties unconditionally submit to the exclusive jurisdiction of the courts of Victoria.
- 18.7 These Terms and any document expressly incorporated in it contains the whole agreement between us and you in respect of the subject matter of these Terms and supersedes and replaces any prior written or oral agreements, representations or understandings between the parties. The parties confirm that they have not relied on any representation that is not expressly incorporated into these Terms.

19. Definitions and interpretation

- 19.1 In these Terms, the following expressions shall have the following meanings, unless otherwise stated:

“Charges” means the charges set out in clause 5, calculated at the rates set out in clause 5 or as otherwise published by us on the Website from time to time.

“Intellectual Property Rights” means all present and future intellectual and industrial property rights of whatever nature (whether or not registered or registrable), including, but not limited to, rights in respect of all technical information, know-how, copyright, trade marks, designs, patents, domain names, business names, logos, drawings, trade secrets, the right to have confidential information kept confidential or other proprietary rights, or any rights to registration of such rights.

“Marketplace” means the online platform located on or via the Website through which certain goods and services can be negotiated, bought or sold.

“Payment Processing Services” means any services that we provide pursuant to these Terms which are to be used to process payments in relation to subscription fees or listings on the Marketplace.

“Privacy Policy” means our privacy policy, available at:

<https://www.starfinda.com.au/policy>

“Purchaser” means any person who purchases goods and/or services listed by Listers for sale on the Marketplace.

“Registration Data” means information provided by you to us for the purposes of your registration to access certain sections of the Website including, but not limited to, your name, date of birth, gender, your business or trading name, Australian Business Number, Australian Company Number, business address and contact details.

“Services” refers to the Marketplace and any associated services we provide pursuant to these Terms.

“Terms” means these Terms of Service, as may be amended by us from time to time, at our discretion.

“User” means any person using the Services, whether they are a Lister, Purchaser or a person who browses, visits or otherwise uses the Website, the Marketplace or the Services.

“Website” means the website located at at www.starfinda.com.au or any other website nominated by us from time to time, the Starfinda mobile application available on the iOS App Store and Google Play store, and any associated services, software, networks or processes.

19.2 Any reference in these Terms to the singular includes the plural, to any gender includes all genders, to any Act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, to persons includes all bodies and associations (including human, corporate and unincorporated), and vice versa. Paragraph headings are for reference and convenience purposes only, and all references to clauses are to clauses in these Terms unless otherwise specified.