

#CORPORATEADVICE™

# Marketplace User Agreement

**Sports Stars Pty Ltd**

**ACN 621 501 817**

**2018**

Making Ideas Happen

# Starfinda User 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.

~~#CA NOTE: Would you like to provide any more information here about your services?~~

## Agreement

### 1. About these Terms

- 1.1 You should read these Terms carefully. They apply to your use of our 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, and “**you**” or “**your**” means the User who accepts these Terms. Additional definitions are set out in clause 19.
- 1.3 By using or accessing the Website, you indicate your acceptance of these Terms. 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 Website. If you do not agree to these Terms you should immediately cease accessing and using the Website.
- 1.4 We reserve all rights to alter these Terms at our discretion. Each time you use the Website, it is your responsibility to be aware of our current terms. Your continued use of the Website 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 9.

### 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.

~~#CA NOTE: Would you like to provide any more specific information here about your services?~~

~~2-32.2~~ To use the Services, a User must register for an account in accordance with clause 4. An unregistered User may search and find Listers' profiles on the Website.

~~#CA NOTE: Please confirm whether unregistered Users can still browse the Website/app and view Lister profiles.~~

~~2-52.3~~ If you register for an account in accordance with clause 4 and your registration is accepted by us, you will have access to the Services and will be able to:

- (a) search and find Listers' profiles on the Website;
- (b) send booking requests to Listers who you would like to engage to provide coaching services, event appearances and/or guest speaking;
- (c) receive notifications when each Lister to whom a booking request was sent either accepts or rejects the booking request;
- ~~(d)~~ access the live booking chat platform with a Lister, so long as the live booking feature is available at the time of a booking request;
- ~~(e)~~ contact Listers directly to make inquiries and requests;
- ~~(f)~~ receive emails upon the acceptance of a booking request;
- ~~(g)~~ view a list of all Listers who have accepted a booking request in order to select which Lister you would like to engage;
- ~~(h)~~ pay for your accepted bookings via ~~PayPal~~ Stripe or credit card;
- ~~(i)~~ rate and review a Lister and their service offering;
- ~~(j)~~ access your ~~purchase history~~ past and upcoming session bookings and all corresponding details, including payment receipts; and
- ~~(k)~~ contact Starfinda support directly; and

~~contact Listers directly to make inquiries and requests.~~

~~#CA NOTE: Please confirm functionality that registered Users receive.~~

~~2-62.4~~ Registered Users may rate and review a Lister once a booking is completed and will:

- (a) have the option to provide a rating regarding the goods and/or services after they engage with a Lister for the use of any goods

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- and/or services; and
- (b) be able to rate a Lister's goods and services (based on a rating system of 1 to 5 stars), as well as give feedback regarding the goods and/or services sold by the Lister.

Ratings and reviews provided by Users must be honest and non-biased and at all times comply with these Terms.

**#CA NOTE: Please confirm rating system.**

### **4.3. Using the Services**

**4.43.1** You must ensure that your access to, and use of, the Services is not illegal or otherwise prohibited by laws that apply in your jurisdiction.

**4.23.2** Any information on the Website or otherwise provided to Users is supplied in good faith but we do not guarantee its accuracy or completeness. You agree that it is your responsibility to make enquiries as to the accuracy or completeness of any information.

**4.33.3** You are responsible for verifying the identity and authenticity of a Lister and its goods and/or services when you engage them for the provision of goods and/or services. Despite our use of reasonable endeavours to verify the identity of Listers on the Marketplace, you acknowledge that, to the extent permitted by law, we do not warrant the reliability, legitimacy, repute, or credibility of any Lister, nor the capacity, ability or willingness of the Lister to deliver or transact with you.

**4.43.4** You agree that you have sole responsibility for any activity that occurs on your Starfinda 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.

**4.53.5** 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.

[4.63.6](#) 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.

[4.73.7](#) While using the Website, and any associated Services, you must not:

- (a) misuse any part of the Website by introducing viruses, trojans or other material that is malicious or technologically harmful;
- (b) 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;
- (c) engage in any activity that interferes with or disrupts the Services or the servers and networks that host the Services;
- (d) attempt to circumvent, disable or otherwise interfere with any security-related features of the Services or any features that 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;
- (e) engage in any abusive or derogatory behaviour; or
- (f) advocate, support or practice discrimination based on race, religion, age, national origin, language, gender, sexual orientation or mental or physical handicap.

[4.83.8](#) We may contact you by email or provide you with information by posting notices on the Website. It is your responsibility to ensure that you have correct contact details registered with us, that you give us written notice of any changes to your contact details, and that you check your nominated email address regularly for any correspondence.

[4.93.9](#) 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 your

account details or other content contained in your account. We will not be liable to you or any third party for doing so.

4.403.10 If you fail to comply with these Terms, we may, in 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) take any other legal action against you; or
- (c) refer or report any suspected fraudulent, abusive or illegal activity to relevant law enforcement authorities.

#### 5.4. Registration

5.44.1 To access certain parts of 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.

5.24.2 We reserve the right to decline your registration request if you do not pass our verification process.

5.34.3 You must be at least 18 years of age to create an account and use the Services. If you are under the age of 18 years, we may ask you to confirm that you have your parents' or guardians' permission and that they have agreed to these Terms on your behalf. Even if we do this, by submitting Registration Data to us, you acknowledge that you have your parents' or guardians' permission and that they have agreed to these Terms on your behalf.

**#CA NOTE: Please confirm minimum age**

5.54.4 If you are a parent or guardian who has permitted a person under the age of 18 (a "Minor") to create a Starfinda account, you agree to:

- (a) exercise supervision over the Minor's use of our Services and their personal account with Starfinda;
- (b) assume all risks associated with the Minor's use of our Services and their Starfinda account, including the transmission of content or information to and from third parties via the internet;
- (c) assume any and all liabilities resulting from the Minor's use of our Services and their Starfinda account;
- (d) ensure the accuracy and truthfulness of all information submitted to us

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and the Website by the Minor; and  
(e) provide the necessary consents contained in these Terms on behalf of the Minor.

5-64.5 We reserve the right to take legal action and seek compensation from a parent or guardian of a Minor 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 Minor.

5-74.6 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.

5-84.7 If you provide us with Registration Data, you consent to the following:

- (a) we may provide your Registration Data to Listers for the purposes of providing you with the Services;
- (b) you may receive emails from us regarding details of your registration, orders and/or purchases made through your account, and/or information relating to your access and use of the Services and your account; and
- (c) 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, 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.

5-94.8 You acknowledge that we may use your Registration Data and any other personal information provided to us in accordance with our Privacy Policy.

## 6-5. **Pricing**

6-45.1 All prices displayed on the Marketplace are subject to change without notice.

~~6.25.2~~ All prices listed on the Marketplace are in Australian Dollars and inclusive of goods and services tax (GST) unless otherwise specified.

## ~~7.6.~~ Purchases

~~7.46.1~~ You acknowledge and agree that a listing on the Marketplace for the provision of goods and/or services by a Lister constitutes mere information, and does not form part of any offer to sell those goods and/or services.

~~7.26.2~~ A registered User may communicate with Listers via the Website for the purchase of goods and/or services. For the avoidance of doubt, all purchases and/or payments made pursuant to any agreement which utilises the Services is between you and the Lister to the exclusion of Starfinda.

~~7.36.3~~ You are responsible for checking the suitability of services offered by Listers via the Website with Listers directly.

## ~~8.7.~~ Payment

~~8.47.1~~ Payments for goods and/or services listed via the Website may be made via ~~PayPal~~Stripe or credit card. We accept no responsibility for transactions that occur outside the Marketplace.

~~7.2~~ Payments for coaching services must be made in the following manner:

(a) you may search, select and instantly booking any coaching services via the Website; and

(b) you must pay the entire fee listed on the Website in respect of the selected coaching services at the time of booking ~~with the relevant Lister. For~~

~~7.3~~ Payments for event appearances and guest speaking ~~bookings, a deposit of 20%~~ services must be made in the following manner:

(a) You may search and select event appearances and guest speaking services based on your event criteria;

(b) You may select up to ten (10) Lister options that suit your event criteria;

(c) You must send an appearance request, that will be sent to all of the your Lister options and will incur a total price for the booking must be paid before the fee of A\$1;

(d) You will receive notification within 24 hours of making an appearance



request whether the selected Lister options are available based on your event criteria;

(e) You will have 48 hours to select whether to proceed with any initial appearance request that you made. If you do not proceed, or there are no options available based on your event criteria, you will be refunded the A\$1 initial payment, less any Stripe or credit card transaction fees;

4.0 Where you proceed to booking a Lister for event appearances or guest speaking services, if booking more than seven (7) days prior to the applicable Lister. If date of an event, you must pay 15% of the Lister accepts, total booking fee as a deposit less A\$1, and the remaining 80% of the total price 85% must be paid no later than seven (7) days prior to the date of the event. If the Lister rejects the booking, Failure to pay the remaining 85% of the total booking fee more than seven (7) days prior to an event results in immediate cancellation of the booking made by you and a loss of the deposit will be refunded to paid by you within [insert] days.

**#CA NOTE:** Please confirm. If booking less than seven (7) before the process in clause 7.2, In particular:

- what happens to the deposit if date of an event, you must pay 100% of the Lister does not accept the booking?

- (f) How is the deposit calculated if a User sends a booking request to multiple Listers who have different prices? fee less A\$1 at the time of booking,.

8.27.4 The User bears sole responsibility for verifying any terms and conditions imposed by the Lister in relation to the sale of goods and/or services.

7.5 Any payments made by the User via the Website does not include any credit card or payment gateway processing fees or charges.

8.37.6 In addition to payments for goods and/or services listed via the Website, you may also be required to pay charges to access certain functionality of the Website. Such charges will be notified to you via the Website from time to time.

**#CA NOTE:** We have added this clause 7.4 as it appears from the 'user story for guest speakers' screenshot that you sent through that there is a fee of \$1 for users when sending booking requests to multiple guest speakers. Is this correct?

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How does this work with the 20% deposit that is charged with regular booking requests?

## 11.8. Cancellation of bookings

### 11.8.1 Coaching

- (a) Once you have confirmed a booking for coaching services via the Website and have paid for it, you or the relevant Lister may cancel or reschedule the booking at any time outside of the twenty-four (24) hour period before the scheduled booking time. In the case of cancellation time outside of the twenty-four (24) hour period before the scheduled booking time, you will be refunded your payment made for that booking within [insert] days Rescheduling is subject to the coach availability. Cancellation with more than 24 hours will entitle you to a 100% refund of the amount paid by you, less any transaction fees.
- (b) ~~Once~~ In the case that you cancel within the twenty-four (24) hour period before the scheduled booking time, you may not ~~cancel or~~ reschedule your booking and you ~~are~~ will be charged a 15% of the entire booking fee as a cancellation fee.
- ~~(b)~~(c) In the case that a Lister cancels within the twenty-four (24) hour period before the scheduled booking time, we may (but will not be obliged to) find a replacement coach. Any such replacement will be agreed between you and Starfinda. We will be obliged to provide a refund, in the event that a Lister cancels within 24 hours and no replacement can be made, however will endeavour to find a solution with you.

~~the refund process for coaching bookings.~~

- Is the User entitled to any compensation if a booking is cancelled within 24 hours of the event by a Lister?

### 11.8.2 Event appearances and guest speaking

Once you have confirmed a booking for event appearances and guest speaking via the Website, if you cancel:

- (a) more than 57 days before the date of an event, you will incur a cancellation fee of 15% of the Lister booking fee paid that was paid as a deposit, and if the remaining 85% of the Lister booking fee has already

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~~been paid by you, will be entitled to a 70% refund of the deposit you paid upon submitting remaining 85% of the Lister booking request; fee; and~~  
~~(b) between 5 days and 24 hours before an event, if you will be entitled to a 50% refund of the deposit you paid upon submitting the booking request;~~  
~~(e)(b) cancel within 24 hours before 7 days of the date of an event, you will not be entitled to any refund of the deposit you paid.~~

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~~8.3 If the relevant Lister cancels, we may (but will not be obliged to) find a replacement Lister, as agreed between you and Starfinda from time-to-time. In the event we do not find or offer a replacement, you will be entitled to a refund of the entire amount paid by you.~~

~~8.4 Any refunds in accordance with this clause 8 will be processed within 7 days and you will be not entitled to a refund of any transaction fees charged by any payment processing service.~~

## ~~12.9.~~ **Termination**

~~12.9.1~~ In addition to our rights under clause 3, we may, at our absolute discretion, terminate these Terms or cease to supply you with access to the Website and/or 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 Lister or other User; or
- (c) you fail to pay any fees or charges payable by you on time or at all.

~~12.9.2~~ If your access to the Website and/or the Services is terminated for any reason, we will be entitled to payment for any outstanding fees or charges properly incurred by us up to the date of termination and any fees or charges incurred during any applicable notice period or otherwise specified in these Terms.

## ~~13.10.~~ **Warranties**

~~13.10.1~~ We will, within a reasonable period of time, investigate any alleged error or issue regarding any of the Services, provided that you notify us in writing

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

~~13-210.2~~ You agree to use your reasonable endeavours to ensure that the information that you supply us or any Lister is complete and accurate and notify us (and, if relevant, the Lister(s)) in writing if there is any change to the information supplied.

~~13-310.3~~ 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.

~~13-410.4~~ 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.

#### ~~14-11.~~ **Liability**

~~14-111.1~~ 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, programs, data or other material due to your use of any part of the Website or downloading of any material posted on it or on any website linked to it. We recommend Users ensure they have up-to-date virus checking software installed.

~~14-211.2~~ To the extent permitted by law, we are not responsible for dealing with, and not liable for, any disputes or complaints made by you in relation to goods or services sold, or advertised, via the Website (including any dispute or complaint regarding refunds, payment, goods or services). You should address such complaints directly with the Lister.

~~14-311.3~~ You agree that we will not be liable for any indirect, consequential, special or exemplary losses, expenses or liabilities, or loss of profits, loss of revenue, economic loss, loss of goodwill, 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.

~~44.4~~11.4 You agree that, in any event, our maximum aggregate liability to you under these Terms will be no more than A\$100.

~~44.5~~11.5 The User 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.

~~44.6~~11.6 This clause 11 survives termination or expiry of these Terms.

#### ~~15.12.~~ **Indemnity**

~~15.4~~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.

~~15.2~~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.

~~15.3~~12.3 You agree and acknowledge that we will not be liable or responsible for any loss or damage suffered by any Lister due to your actions, and you indemnify us from and against any and all claims by any Lister in relation to your actions (including content created and posted by you).

~~15.4~~12.4 This clause 12 survives termination or expiry of these Terms.

#### ~~16.13.~~ **Intellectual Property**

~~16.4~~13.1 You acknowledge that all Intellectual Property Rights in any Material is the property of us (or our licensors) and your use and access to any Material does not give you any rights, title or interest in or to the Material. Unless expressly authorised either under these Terms or otherwise by the licensors, you may not reproduce, adapt, modify, display, perform or distribute any Material or any part of any Material.

~~16.2~~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.

~~16.3~~13.3 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 the material in any form for any purpose and unconditionally waive any moral rights that you might have in respect of the 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 Services, Marketplace or Website.

#### ~~17.14.~~ **Unavoidable Events**

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.

#### ~~18.15.~~ **Dispute resolution**

~~18.15.1~~ If you have a complaint about the performance of these Terms or the Services, ~~you will:~~

- (a) if the complaint relates to a payment to a Lister, contact the relevant Lister directly about the complaint; or
- (b) for any other complaints, contact us at [info@starfinda.com.au](mailto: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.

~~18.2~~15.2 This clause 15 survives the expiry or termination of these Terms.

#### ~~19.16.~~ **Linking to the Website**

~~19.16.1~~ 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 reputation. You

must not establish a link in a way that suggests any form of association, approval or endorsement by us where none exists.

~~19-216.2~~ 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).

~~19-316.3~~ The Website must not be framed on any other website.

~~19-416.4~~ We reserve the right to withdraw linking permission under this clause 16 by updating these Terms on the Website.

## ~~20-17.~~ **Privacy**

~~20-417.1~~ 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.

## ~~21-18.~~ **General**

~~21-418.1~~ 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.

~~21-218.2~~ 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.

~~21-318.3~~ These Terms are governed by the laws of the State of Victoria, Australia. The parties unconditionally submit to the exclusive jurisdiction of the courts in that State.

## ~~22-19.~~ **Definitions and interpretation**

~~22-419.1~~ In these Terms, the following expressions have the following meanings, unless otherwise stated:

**"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.

“**Lister**” means any person who lists goods and/or services for sale on the Marketplace.

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

“**Material**” means any information, content (including, but not limited to, data, source codes, updates, improvements, modifications, new versions or associated documentation relating to the Website or the Services) or images in any form (whether visible or not) stored on or used in conjunction with the Website or the Services.

“**Privacy Policy**” means our privacy policy, available at: <http://www.starfinda.com.au/policy>.

**#CA NOTE: Please provide a link to your privacy policy.**

“**Purchaser**” means any person who purchases goods and/or services listed by a Lister 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 and contact details.

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

“**Terms**” means these User Terms and all of the terms of any order placed by you through the Website.

“**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 [www.starfinda.com.au](http://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.

22-219.2 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.