Terms & Conditions

For provision of services by ezSrv Commercial Pty Ltd ABN 39 637 085 655 (**we/us/our**) to the client requesting process serving services (**Introducer**) and/or the provider of the process serving services (**Supplier**) (collectively, **you/your**) as identified on the ezSrv Platform (**Platform**).

These Terms & Conditions (**General Terms**) form the basis of the agreement to provide the services outlined in clause 2 below (**Services**) pursuant to the terms set out in these General Terms (**Agreement**).

1. Acceptance and Agreement

a. Acceptance of the Agreement occurs upon the following:

   i. Signing up for and creating an account on the Platform;

   ii. By using the Platform to connect with Introducers or Suppliers, or otherwise engaging with the Services.

b. Once accepted, the terms outlined in these General Terms will govern the provision of Services and the Agreement between the Introducer and Supplier.

2. Services

The Services to be provided by us include the following:

a. Case Submission and Management

   Introducers can submit requests for process serving (**Requests**), receive detailed quotes, and upload necessary documents for service. Introducers will also be able to monitor the progress of cases, track updates, and communicate with Suppliers directly through the Platform.

b. Task Allocation and Execution

   The Introducer's Requests will be uploaded to a queue for acceptance by available Suppliers, who will select and accept cases that match their expertise and perform the required services to complete the Requests. Suppliers are responsible for completing the Requests in accordance with the Introducer's instructions, within preferred timelines and pursuant to any legal requirements.

c. Automated Document Generation

   Once the Request is completed, the Platform automatically generates the required legal documents identified in the Request, such as affidavits of service or certificates of completion, based on the information provided by the Supplier, including accurate date, time and geolocation information. This ensures that all required documentation is produced accurately and promptly to the Introducer.

d. Real-Time Updates

Introducers can track the real-time status of the Requests, ensuring transparency and verification of completion without unnecessary delay.

e. Automated Invoicing and Payments

The Platform generates RCTI-based invoices on behalf of Suppliers. Introducers will be invoiced for the services rendered, ensuring a seamless financial process. Payments are managed directly through the Platform, reducing administrative burden for both parties.

f. Reporting and Analytics

The Platform provides comprehensive reporting tools, including downloadable reports and dashboards, allowing Introducers and Suppliers to track performance, review case histories, and manage their operations effectively.

3. Introducers

This clause 3 governs the Introducer's use of the Platform for the purpose of requesting and managing process serving services. By using the Platform, the Introducer agrees to comply with these Terms and the Platform's policies.

a. Registration

i. To access the Platform, Introducers must complete the registration process, providing accurate and complete information. Introducers are responsible for maintaining the confidentiality of their login credentials and for all activities under their account.

b. Case Submission

i. Introducers may submit Requests via the Platform by providing the required information, including details of the recipient, and details of the documents to be served. The Platform will provide a quote for the requested service. Introducers must review and accept the quote to proceed.

ii. The quote may be varied by the Supplier, as a result of any changes in the instructions provided by the Introducer, or to account for additional fees and expenses reasonably incurred by the Supplier in the course of performing the Request.

c. Document Upload

i. Upon accepting the quote, Introducers must upload the relevant documents for process serving. By uploading documents, the Introducer confirms that they have obtained all necessary consents and have the legal right to submit the documents for service.

d. Tracking and Monitoring

i. Introducers may track the progress of the process serving request through the Platform. The Platform allows the Introducer to record and view case-related notes visible to all parties.

e. Affidavit/Certificate Generation

i. Once the task is completed, the Platform will automatically generate the relevant Affidavit or Certificate of Completion based on the information submitted by the Supplier. Introducers are responsible for reviewing these documents for accuracy and completeness.

f. Liability

i. Introducers agree to use the Platform and Services at their own risk. The Platform makes no guarantees regarding the successful service of process and is not liable for any delays or failures in service delivery.

g. Privacy and Data Protection

i. Introducers agree to the Platform's Privacy Policy, which outlines how personal data is collected, processed, and stored.

h. Introducer's Obligations and Indemnities

i. As an Introducer, by using the Platform, you agree to the following obligations (**Introducer Obligations**):

1. You are responsible for providing accurate, complete, and up-to-date information when submitting cases and uploading documents. This includes ensuring that all details, including recipient information, legal documents, and case instructions, are correct.

2. You must review and accept the quote provided by the Platform for each process serving task. Once accepted, you are bound by the quote terms, including the scope of service, pricing, and deadlines.

3. You agree to upload all necessary documents promptly and in the required format. Delays in document submission may result in delays in service execution.

4. You agree to pay all invoices generated by the Platform in accordance with the payment terms provided. Payments must be made promptly to avoid disruptions in service or account suspension.

5. You are responsible for ensuring that all submitted cases and documents comply with applicable laws and regulations. This includes verifying that the request for service is legally valid and authorised.

6. You must maintain clear and timely communication with Suppliers and the Platform regarding any updates or issues related to your cases. You are expected to monitor case progress and respond to requests for additional information or clarification.

7. You must take all reasonable precautions to protect your account from unauthorised access. You are responsible for any activities that occur under your account and agree to notify the Platform immediately of any unauthorised access.

8. You agree not to directly contact Suppliers outside the Platform for the purpose of bypassing the Platform's system or fees. All cases and transactions must be processed through the Platform.

ii. You must indemnify us in relation to any Claim made against us or any damage, loss, cost, liability or expense of any kind and however arising (including as a result of any Claim) including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable (**Loss**) we suffer as result of your failure to comply with any of the Introducer Obligations.

4. Suppliers

This clause 4 governs the participation of a Supplier on the Platform. By registering and accepting Requests on the Platform, the Supplier agrees to abide by these Terms.

a. Registration

i. To participate as a Supplier, you must complete the registration process and provide accurate information. You are responsible for keeping your account information current and maintaining the security of your login credentials.

b. Case Allocation

i. Suppliers will have access to a queue of available Requests on the Platform. Suppliers may accept or decline Requests based on their availability and expertise. Once accepted, the Supplier is obligated to complete the Request in accordance with these Terms.

c. Performance of Services

i. Suppliers must perform the Requests with professionalism, accuracy, and in compliance with applicable legal standards. Suppliers agree to execute the service as per the requirements set out by the Introducer and provide evidence of service, including relevant details and timestamps.

d. Reporting

i. Suppliers will be required to enable GPS tracking during the performance of the service to allow the Platform to compile accurate time, date and

geolocation details of service attempts. The Platform also requires Suppliers to provide regular updates and notes related to the service, which will be visible to all parties.

e. Submission of Completion Information

   i. Upon completing the task, the Supplier must submit detailed information regarding the completion of the Requests. This includes the Affidavit or Certificate of Completion, as identified in the Requests. The Platform will generate these documents based on the Supplier's input.

f. Liability

   i. Suppliers agree to indemnify and hold the Platform harmless from any liability arising from the performance of process serving services. The Supplier is responsible for ensuring that their work complies with all applicable laws and regulations.

g. Privacy and Data Protection

   i. Suppliers agree to comply with the Platform's Privacy Policy, including the collection, processing, and storage of personal data provided by Introducers.

h. Supplier's Obligations and Indemnities

   i. As a Supplier, by using the Platform, you agree to the following obligations (**Supplier Obligations**):

      1. You agree to perform the Requests in accordance with the instructions provided by the Introducer and within the required legal guidelines. You must execute each service with diligence, professionalism, and within the specified timelines.

      2. You are responsible for reviewing available Requests in the queue and accepting tasks that match your qualifications and availability. You must ensure that you are capable of completing the service before accepting Requests.

      3. Upon completion of the Requests, you are required to submit all necessary documentation, including the Affidavit or Certificate of Completion, to the Platform. You must ensure that these documents are accurate, truthful, and completed in accordance with legal requirements.

      4. You must enable GPS tracking during the service process and provide any required updates via the Platform. This may include submitting real-time notes, location data, and case status reports as necessary.

      5. You are responsible for ensuring that your actions during the service

of process comply with all relevant laws, regulations, and ethical guidelines. You must not engage in any actions that could jeopardise the integrity of the service or the Platform.

6. You agree to the invoicing process set up by the Platform, which generates RCTI-based invoices for the services rendered. You understand that payment will be processed in accordance with the Platform's payment policies and that the Platform handles invoicing on your behalf.

7. You must maintain the confidentiality of all case-related information, including client details and any sensitive data obtained during the service process. You must comply with applicable privacy and data protection laws when handling such information.

8. You must take all reasonable precautions to protect your account from unauthorised access. You are responsible for any actions taken through your account and must immediately notify the Platform if you believe there has been unauthorised access.

9. You agree not to contact Introducers directly for the purpose of bypassing the Platform's system or fees. All cases and transactions must be processed through the Platform to ensure compliance with these Terms.

ii. You must indemnify us in relation to any Claim made against us or any damage, loss, cost, liability or expense of any kind and however arising (including as a result of any Claim) including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable (**Loss**) we suffer as result of your failure to comply with any of the Supplier Obligations.

5. Invoicing and Payment

a. Payment and Invoicing

i. Suppliers will be paid for the Services performed according to the agreed-upon quote. The Platform generates RCTI-based invoices for payment purposes. Payment terms are outlined by the Platform, and Suppliers agree to the invoicing process established by the Platform.

b. Payment Terms

i. Introducers will be invoiced by the Platform for the Services rendered. The Platform generates an RCTI-based invoice on behalf of the Supplier, and payment terms will be outlined at the point of billing. Introducers agree to pay invoices promptly according to the agreed terms.

c. GST

i. Any amount payable under this Agreement for a taxable supply will be the amount of consideration for the supply set out in the applicable invoice rendered plus any amount of GST payable in relation to that supply unless otherwise stated by us.

6. Authority to Act

a. Upon your acceptance of the Agreement, you engage us to provide the Services and authorise us to act on your behalf in taking such action as we reasonably consider necessary to provide the Services.

b. You agree to sign any further authority that we reasonably require in relation to the performance of our Services.

c. You agree to pay all costs in connection with the Services, including all associated expenses we incur in connection with the action taken by us to provide the Services (**Service Expenses**), and agree to indemnify us, in relation to a person, a demand, claim, action, dispute or proceeding made or brought by or against the person, however arising and whether present, unascertained, immediate, future or contingent (**Claim**) made against us by a person or entity besides the Introducer or Supplier subject to these General Terms and the Agreement (**Third Party**) in relation to payment of those Service Expenses.

7. Termination of this Agreement

a. You may terminate this Agreement:

i. If we commit a material breach our obligations under these General Terms and do not remedy that breach within thirty (30) days of being given written notice to do so; or

ii. for any other reason, with thirty (30) days' written notice.

b. We may terminate this Agreement and the delivery of our Services, and immediately cease all Services, if you:

i. breach these General Terms or anything contained in the Agreement, including but not limited to breaching any of the Introducer Obligations or Supplier Obligations, as applicable;

ii. require us to act unlawfully or unethically;

iii. do not promptly give provide adequate instructions or Information when it is required under these Terms;

iv. become an externally administered body corporate within the meaning of the Corporations Act.

c. Without prejudice to any other remedies available to us, if you become insolvent or appoint an administrator, receiver, receiver and manager, liquidator or trustee in bankruptcy or are in breach of any these General Terms (including any term for payment), all monies become immediately due and owing and we may immediately:

i. terminate or suspend supply of Services;

ii. recover from you any loss of profits arising from the your default.

d. If this Agreement is terminated by either party, you agree to pay all invoices or fees payable up to the termination and we will be entitled to retain possession of all documents in our possession until we have received payment of those invoices. You acknowledge and agree that we have such a lien over your documentation.

e. If we exercise our rights pursuant to clause 7(b) above, we are not liable to you for any consequential loss or damage suffered by you.

8. Dispute Resolution

a. Any dispute in relation to the Services, shall at our option, proceed by way of mediation with a mediator appointed by us. You are not entitled to commence proceedings unless we elect not to proceed with mediation, or the mediator provides consent for you to do so.

b. For the avoidance of doubt, this clause will not prevent us from instituting legal action at any time to recover monies owing by you to us.

9. Restructure

a. You shall provide written notice to us of any change to the structure or management of the client including change of director, shareholder, partnership, trusteeship or management or details (including changes to its name or address). If you fail to comply then you agree to indemnity us from any resulting loss.

10. Personal Responsibility

a. In consideration of our providing the Services each person who accepts these General Terms and enters the Agreement or otherwise gives us instructions to act (irrespective of the capacity or authority they had to enter the Agreement or to give us instructions), acknowledges and agrees they are jointly and severally liable for the payment of any Invoices as if they were named as the Introducer in these General Terms or in the Agreement . Each such person agrees to indemnify us for any Loss we suffer because the Introducer does not pay the Invoice for any reason.

b. You agree that we may accept instructions from those persons who represent to us that they are authorised to provide instructions on behalf of the Introducer or Supplier (for example, other directors, business partners, employees,

accountants, approved licensed Tradespeople and other advisers) and that in the case of joint Introducers or Suppliers, we may act on instructions given by either Introducer or Supplier.

c. You acknowledge that we will use and rely primarily on the Information that you provide without having an opportunity to independently verify or assume responsibility for the accuracy or completeness of such information.

11. Privacy Authority and Consent

a. You agree and expressly consent to us undertaking the following activities to the extent permitted by law:

   i. provide any items of your personal information described in section 18E of the *Privacy Act 1988* (Cth) to a credit reporting agency;

   ii. obtain a consumer credit report about you from a credit reporting agency to assess any credit application or proposed guarantee or collect overdue payments;

   iii. give credit worthiness information about you to other service providers to assess your credit worthiness or applications for credit or to notify defaults or the status of the credit.

b. You acknowledge and agree that you are aware that you may request access to your personal information held by us. You expressly consent to us accessing your personal information in order to complete the Services.

c. You warrant that all information referred to us is correct, accurate, and current. You further warrant that you have obtained express permission from other services providers, which may include personal information, to refer information to us or any other credit reporting agency.

d. You agree and expressly consent to us sharing your personal information to our related companies and services, which may engage in direct marketing activities to you from time to time. You may choose to unsubscribe to such direct marketing activities directly with the related companies and services.

12. Referrals

a. If you are referred to us by a Third Party, and you have engaged us to provide the Services pursuant to these General Terms and the Agreement, we may pay a referral fee, commission or other benefit to the Third Party for the referral.

b. Any referral fee, commission or other benefit payable to the Third Party will be at our expense and will not be payable by or passed on as an expense to you.

13. General Matters

a. **Amendment**

Any amendment to this Agreement, including the General Terms, must be made in writing or, if agreed verbally between us, must be confirmed in writing within a reasonable time after such verbal agreement.

b. **Confidentiality**.

All information concerning the Services referred to you is strictly confidential and must not be conveyed to any Third Party without our permission.

c. **Federal *Privacy Act 1988***

i. You agree to preserve the privacy of personal information concerning any of our employees or employees whose personal information has been provided to you, or accessed by you, to a standard not less than that prescribed by the *Privacy Act 1988* (Cth); and additionally, to hold you as a trustee of the promise to do so for the benefit of our employees.

ii. So far as the law allows, you must maintain the confidentiality of any information that we communicate to you. You must not use or disclose confidential information that we communicate to you without our written consent.

iii. You must identify any information that you require us to keep confidential. If you do not properly and expressly identify information that you communicate to us as being confidential, we may use and disclose it as we think fit for the purpose of providing or offering our Services to you.

iv. You must indemnify us against any Claims (including costs) for breach of confidentiality that may flow from our use or disclosure of it.

d. **Indemnity**

You indemnify and will keep us indemnified (on a full indemnity basis) from and against any and all Claims, liabilities, obligations, expenses or damages which we may suffer or incur as a result or in connection with the Services and this Agreement, generally.

e. **Limitation of Liability**

We expressly exclude any liability for consequential loss, incidental or indirect damages (including but not limited to damages for loss of business profits, business interruption and loss of opportunity) due to or arising from the Services. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, our liability for breach of such condition or warranty shall be limited to the amount paid by you in respect of the Services with respect to the specific case referred to us.

f. **Goods and Services Tax**

If any amounts payable by you are subject to Goods and Services Tax (**GST**), then you are liable to pay the GST on that amount.

g. **Waiver**

A party's failure or delay to exercise a power or right does not act as a waiver of that power or right.

h. **Assignment**

You are not entitled to assign the benefits or obligations under this Agreement to any entity without our prior written consent, which may be given in our absolute discretion. We may assign all or any part of the benefits and obligations under this Agreement without the requirement for your consent.

i. **Variation**

This Agreement may not be varied except by written document signed by or on behalf of each of the parties.

j. **Notices**

Any notices under this Agreement must be in writing which may be given by personal delivery, pre-paid postage or email to the party's business address, registered office or nominated email address.

k. **Email Communication**

We may use email to communicate with you and may use the email address that you provide to us for that purpose. You release us from any liability for any loss which you might incur if an email is intercepted or corrupted during transmission or if a document which we prepare for you is altered by you or any other party without our written consent.

l. **Force Majeure**

We shall not be or be deemed to be in default or breach of any agreement as a result of force majeure (**Force Majeure**), which shall include national emergency, war, prohibitive government regulations or any cause beyond our reasonable control including trade disputes which means that the services cannot or are delayed in being provided by us to you.

m. **Survival**

Termination of this Agreement will not release either party from any liability or right of action which at the time of expiry or termination has already accrued to either party or which may thereafter accrue in respect of any act or omission prior to such expiry or termination. Such rights may include but not be limited to the recovery of any money due.

n. **Counterparts**

This Agreement may be executed, physically or electronically, in any number of counterparts each of which shall be an original but such counterparts together shall constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

o. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and the parties agree that all prior representations, agreements, statements and understandings, whether verbal or in writing, have not been relied upon and are expressly excluded.

p. **Severance**

If any provision of this Agreement is wholly or partly invalid or unenforceable in any jurisdiction, that provision will be severed from this Agreement and will not affect the validity or enforceability of the remaining provisions which will continue in full force.

q. **Governing Law and Jurisdiction**

This Agreement is governed by the laws of Queensland and each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland. Each party irrevocably waives any right to any claim of forum non conveniens, inconvenient forum, or transfer or change of venue.