



These terms apply to your access to, and use of the website owned and operated by Vennu Pty Ltd ABN 45 618 897 591 (**we, us** and **our**) and located at www.vennu.com.au (**Website/ Platform**). Your access and use of this Website are subject to these terms and conditions and our privacy policy. By accessing, viewing or otherwise using this Website, you agree to be subject to and bound by these terms, as updated by us from time to time.

1 Access

- (a) We agree to you accessing this Website on these terms. If you are accessing as, or for, a corporate entity or as agent or trustee of a person, you agree that you have the authority to bind that entity or person to these terms, and you are bound by these terms as a trustee or agent of that person.
- (b) You accept the Terms of Use by using our Website. We may change the Terms of Use at any time by updating them on our Website. Your continued use of our services and the Website will be deemed as your acceptance of any amendments to these Terms of Use in force at the time of such use.

2 Registration

- (a) You must become a registered user to access certain services of Vennu.
- (b) You warrant that you will:
 - (i) provide true and accurate information;

- (ii) not create accounts with false information;
 - (iii) not transfer your account to someone else or allow someone else to share your account;
 - (iv) at your sole responsibility keep your username and password safe; and
 - (v) agree to be bound by such other terms and conditions as we may specify for registration of membership.
- (c) We may suspend or terminate your account if at our discretion you breach any of these Terms of Use.

3 Purpose of this Website

- (a) This Website is intended to provide you with general information only. All content available on this Website is general only and may not be suitable for your particular purposes. You should therefore undertake your own enquiries as to the accuracy of information before relying on any content. You should obtain independent expert advice if you are considering relying on any information published on this Website.
- (b) We grant you a non-exclusive, non-transferable, revocable, limited licence to:
- (i) view and use information accessible from the Website; and
 - (ii) purchase goods or services from us and third-party Hosts.
- (c) By using the Website, you represent, confirm, warrant and undertake that:
- (i) you will only use the Website and Platform for the purposes for which it is intended; and
 - (ii) any information you provide to us is true and correct in all respects and is not false or misleading in any way.
- (d) You must not:
- (i) cause damage or interfere with accessibility to the Website and Platform;
 - (ii) use it in connection with illegal, fraudulent or harmful purposes or activities;
 - (iii) provide any false or misleading information, or otherwise use the Website and Platform to access any information or Content you are not eligible or entitled to access;
 - (iv) store, transmit or distribute Malicious Computer Programs; or
 - (v) conduct any systematic or automated data collection activities;

4 Content and intellectual property rights

- (a) We own all of the intellectual property rights and content in the Website (including any modification, alteration, development, new use or other change to the Website) other than any content submitted by you, and you agree not to infringe any intellectual property rights or content in the Website.
- (b) If you submit any content to the Website, you:
- (i) grant us a nonexclusive, royalty-free right to use and reproduce such content; and
 - (ii) represent and warrant that you own and control all the rights to such content, or you otherwise have the lawful right to submit such content onto the Website.

5 Copyright

- (a) All copyright in the content of the Website is owned or licensed by us. Except as permitted under the Copyright Act 1968 (Cth), no part of the content in this Website may be directly or indirectly used, copied, stored, published, reproduced or transmitted in any form or by any means (including, but not limited to electronic, mechanical, photocopying, or recording) except with our specific and prior written consent or that of the copyright owner.
- (b) For the avoidance of doubt, you agree that you will not, without our consent:
 - (i) republish any content from our Website;
 - (ii) reproduce or exploit any content for a commercial purpose without properly crediting us;
 - (iii) on-sell any reports, data or images; or
 - (iv) redistribute any content from the Website.

6 Warranty and disclaimer

- (a) You agree that the Website and its content may contain errors, faults and inaccuracies and may not be complete or current.
- (b) All terms implied by law, except those that cannot be unlawfully excluded, are excluded.
- (c) We make no representations, warranties or guarantees of any kind, express or implied, as to the operation, suitability or accuracy of the Website or its content, except as provided under applicable laws.

7 Linked websites and hyperlinks

- (a) This Website may contain links to other websites. These links are provided for convenience only and should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or any information, graphics, materials, products or services referred to or contained on those linked websites. We are not responsible for the content or privacy practices associated with the linked websites.

8 Errors and defects

- (a) We do not guarantee that this Website will be free from errors or viruses, or that access to this Website will function as intended or uninterrupted. You must take your own precautions to ensure that accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference or damage to our computer system that arises in connection with your use of this Website.

9 Prohibited Use

- (a) The content on this Website as well as the infrastructure used to provide such content, is

proprietary to us. Without our prior written consent, you agree not to:

- (i) copy, reproduce, replicate, post or redistribute the content or any portion thereof;
- (ii) modify, copy, distribute, transmit, reproduce, publish, license, create derivative works from, transfer, sell or re-sell any information, products or services obtained from or through this Website;
- (iii) use this Website or its contents for any commercial purpose;
- (iv) access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- (v) take any action that imposes, or may impose, in our discretion, an unreasonably or disproportionately large load on our infrastructure;
- (vi) "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written consent; and
- (vii) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Website.

10 Forums

- (a) This Website may contain discussion forums, review services or other forums in which you or third parties may post reviews of venue or other content, messages, materials or other items on this Website (**Interactive Areas**).
- (b) You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through this Website any of the following:
 - (i) any message, data, information, text, music, sound, photos, graphics, code or any other material that is false, unlawful, misleading, libellous, defamatory, obscene, indecent, lewd, suggestive, harassing, or advocates harassment of another person, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
 - (ii) content that is offensive to the online community, including content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - (iii) content that would constitute, encourage, promote, provide or be perceived as instructions for the conduct of any unlawful act;
 - (iv) content that provides instructional information about illegal activities;
 - (v) content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
 - (vi) unsolicited promotions, mass mailings or "spamming", transmission of "junk mail", "chain letters", political campaigning, advertising, contests, raffles or solicitations;
 - (vii) private information of any third party, including, without limitation, name, addresses, phone numbers, email addresses and credit card numbers;
 - (viii) viruses, corrupted data or other harmful, disruptive or destructive files;
 - (ix) content that is unrelated to the topic of the Interactive Area in which such content is posted; or

- (x) content or links to content that, in our reasonable opinion should be removed from the Website or may expose us or other users of the Website to any harm or liability.

11 Data

- (a) In this clause, **Data** means all data, information, content or communications transmitted, uploaded or inputted onto the Website by you or on your behalf or otherwise as a result of your use of the Website or Services.
- (b) You grant us a non-exclusive, perpetual, transferable, royalty-free licence to make use of the Data, and Intellectual Property Rights subsisting in the Data, for, and as contemplated by, this agreement, including without limitation for providing the Services to you, provided that we de-identifies the Data where appropriate and complies with the obligations under clause 12.
- (c) You agree to our use of the Data under our Privacy Policy.

12 Cookies Policy

- (a) You agree that:
 - (i) we may store cookies on your device; and
 - (ii) we may issue and request cookies from your device to collect both personal and non-personal information.
- (b) You may disable cookies on your browser if you do not agree to the Cookies Policy, but this may cause some parts of our Website to stop working or otherwise impair its functionality.
- (c) You agree that we may use, including but not limited to, the following types of cookies:
 - (i) authentication cookies;
 - (ii) session cookies;
 - (iii) persistent cookies; and
 - (iv) flash cookies.
- (d) We use cookies for the reasons including but not limited to:
 - (i) the performance by reporting any errors that occur;
 - (ii) provide statistics about how Vennu is used;
 - (iii) remember settings that you use for our Website;
 - (iv) identify and show that you are logged into the Website; or
 - (v) provide more suitable ads or tools tailored to you.

13 Confidentiality

- (a) In this clause, **Confidential Information** means information of a party which the party identifies as confidential, or which would reasonably be regarded as confidential and includes without limitation information relating to the party's intellectual property rights, organisational structure, financial position, personnel, policies, and business.
- (b) Without prejudice to clause 4, each party must not without the written consent of the other:
 - (i) use any Confidential Information of the other party, except in performing its obligations

under these terms; or

- (ii) disclose any Confidential Information of the other party to any person except to those who need to know the same, and who agree to be bound by the same obligations of confidentiality.
- (c) This clause does not apply where:
 - (i) disclosure is required by law;
 - (ii) the Confidential Information is in the public domain through no fault or action of the recipient, its employees or subcontractors; and
 - (iii) the Confidential Information was received by the recipient on a non-confidential basis from a third party who is not prohibited from disclosing it.
- (d) These obligations of confidentiality survive termination of these terms.

14 Limitation of liability

- (a) To the fullest extent permitted by law, neither we nor our affiliates, subsidiaries, related bodies corporate, directors, officers, employees, agents, contractors, successors or assigns will be liable for any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment concerning the use or access of the Website or the content by you. The limitation in this clause applies to direct, indirect, consequential, exemplary, incidental, special, punitive or any other losses or damages that you or others may suffer, as well as damages for loss of profits, goodwill, use, business interruption or the loss of data or information.

15 General terms

- (b) Your use of the Website and its content is governed by, construed and enforced under the laws of New South Wales. Disputes arising from your use of the website, or its content are exclusively subject to the jurisdiction of the courts of New South Wales.
- (c) You must not assign or transfer any rights and obligations according to these terms to any other person or entity without our prior written approval.
- (d) We may amend these terms at any time and all amendments will take effect immediately. You are responsible for regularly reviewing these terms. If you do not agree with any amended terms, you must stop using this website and its content.
- (e) Failure of either party to enforce any rights under these terms will not be construed as a waiver of those rights, nor a limitation on the party's ability to subsequently exercise those rights.
- (f) If any provision of these terms is held to be void, invalid or unenforceable, then that provision is severed to the minimum extent required, and the remaining provisions will remain in full force and effect.
- (g) No provision of these terms will be construed to the disadvantage of us merely because we were responsible for the preparation of the terms or the inclusion of the provision of these terms.

16 Breach

- (a) If you breach any of these Terms of Use, we may take appropriate actions including but not limited to:
 - (i) issuing a warning notice;
 - (ii) suspending your access to the Website and the Platform;
 - (iii) prohibiting your access to the Website and the Platform; or
 - (iv) bringing court proceedings against you.

17 Jurisdiction

- (a) Vennu is directed at and restricted to use by individuals and entities that reside in or trade in Australia.
- (b) We may not representation that content is appropriate or available for use in other locations and jurisdictions.
- (c) The Terms of Use is governed by the laws of New South Wales (**the Jurisdiction**).
- (d) The Parties submit to the exclusive jurisdiction of the courts of the Jurisdiction.
- (e) No Party may object to the Jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

18 Limitation of Liability

- (a) In this clause, a **Covered Party** means:
 - (i) us, our affiliates, and any officer, director, employee, sub-contractor, agent or successor; and
 - (ii) each third-party supplier of Content, their affiliates, and any officer, director, employee, subcontractor, agent or successor.
- (b) To the maximum extent permitted by law, a Covered Party is not liable for liability arising out of or related to:
 - (i) content provided to you;
 - (ii) inaccuracy, errors or omissions with content;
 - (iii) unavailability or interruption of usage of Vennu and its services;
 - (iv) any security breach;
 - (v) any delay or failure in performance beyond the reasonable control of a covered party;
 - (vi) loss of data; and
 - (vii) the currency and/or accuracy of the Content supplied.
- (c) We make no warranty that the accuracy of the Content supplied by Vennu is accurate, complete, or up to date.
- (d) To the fullest extent permitted under the law, a Covered Party is not responsible for any indirect, special or consequential liability to a user (including legal fees) arising out of or from content or use of Vennu.
- (e) Exclusion of liability applies even if you expressly advise a Covered Party of the potential loss.

- (f) To the extent we cannot exclude liability and to the fullest extent permitted under the law, a covered party's aggregate liability for negligence, breach of contract or under any legislation is limited, at our discretion, in the case of services, to the supply of the services again or payment of the cost of supplying the services again.

VENNU - GUEST TERMS AND CONDITIONS

- A. The Company operates a Platform that allows registered Guests to book Venues and Hosts to make Listings online.
- B. The Company is a facilitator and provider of Services that allows Guests and Hosts to transact directly with each other.
- C. By clicking the 'I accept' button or otherwise submitting the Booking, the Guests agree that they have read, understood and will be bound by these Terms and the Website Terms and Conditions.

1. Dictionary

In this Agreement, the words below have the following meanings:

Agreement means this agreement includes the Terms, the Website Terms and Conditions and any special conditions in the Booking.

ACL means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent State or Territory legislation.

Account means the username and password or other means of authentication that Authorised Users are required to provide to be able to access and use the Platform.

Authorised Users means the employees, agents, contractors or other authorised representatives of the Guest who are issued with an Account under this Agreement. Authorised Users must be over the age of 18.

Business Day means any day except a Saturday, Sunday or public holiday in Sydney, New South Wales.

Booking means the order submitted through the Platform by the Guest to the Company for the supply of Services from the Host and includes those for a single and multiple events.

Company means Venu Pty Ltd ABN 45 618 897 591 of level 1, 621 Kingsway, Miranda NSW 2228.

Consumer has the meaning provided to it in section 3 of the ACL.

Consumer Guarantee means a guarantee provided under Division 1 of Part 3-2 of the ACL.

Force Majeure Event means any event arising from, or attributable to, acts, events, omissions

or accidents that are beyond the reasonable control of a party including any fire, failure or shortage of power supplies or raw ingredients, abnormally inclement climate or weather conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion, insurrection, political instability, armed conflict, war, terrorist action, strike or the threat of any of the foregoing.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended, varied or replaced from time to time.

Guest means the entity or person requesting that Services be supplied to it by the Company.

Host means third parties who transact directly with the Guests who use the Services to book Venues published or listed on the Platform.

Host Services means service offerings by the Hosts to the Guests including access and use of venues, properties and locations to hold any activities or events at such venues, properties or locations, and if applicable, any related services including catering, provision of audio-visual equipment, security and cleaning and other specific services or experiences which Hosts may offer from time to time.

Host Terms means the specific terms of use as included in the Listing by the Host.

Insolvency Event means concerning a body corporate, liquidation or winding up or the appointment of a voluntary administrator, receiver, manager or similar insolvency administrator to that body corporate or any substantial part of its assets; concerning an individual or partnership, the act of bankruptcy, or entering into a scheme or arrangement with creditors; concerning a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control; or the occurrence of any event that has substantially the same effect to any of the above events.

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world, including but not limited to the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets and know-how, throughout the world and all renewals and extensions.

Listing means any publication or listing of the Venues on the Website by the Hosts to communicate and transact directly with Guests.

Listing Fee means the price that a Host sets in each Listing for the fees it charges on its Host Services and Venue booking, which may change from time to time in accordance with our

Terms of Use The Listing Fee may include 'additional' fees for the provision of additional Host Services.

Loss means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent and includes direct and indirect loss, loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain and loss of opportunities and any other loss beyond the normal measure of damages.

Personnel means any employee, agent or contractor of the Guest or persons invited to use the Venue as part of the booking, all of whom the Guest is legally responsible for.

Platform means the Website through which the Company makes its Services available to the Guest.

PDH Services means services which, for the purposes of the ACL, are of a kind ordinarily acquired for personal, domestic or household use or consumption.

Services means the supply of a booking system made available by the Company to the Guest to book Venues listed or published on the Platform in accordance with the Terms.

Service Fee means the fee charged by the Company for the provision of services which is currently 15% of the Listing Fee but may be updated from time to time on our Website.

Terms means these terms and conditions forming the "Vennu - Guest Terms and Conditions" and the Host Terms as applicable.

Venue means a venue, property or location published or listed on the Platform by the Host for the Guest to make enquiries and book.

Website means the Company's website and platform located at www.vennu.com.au.

Website Terms and Conditions means the standard website terms and conditions applicable to all users and viewers of the Platform that can be accessed on the Website.

2. Agreement

- 2.1 Other than to receive Services from the Company under this Agreement, the Guest will contract directly with the Host in connection with the use or access of the Venue. The Company does not and will not become a party to the contractual relationship between a Guest and a Host at any time.
- 2.2 By clicking the 'I accept' button or otherwise submitting the Booking, the Guest has made an irrevocable offer to the Company for the Company to supply it with the Services on these Terms.

3. Account

- 3.1 The Company will provide the Guest with Accounts for the Authorised Users to access and use the Platform. Authorised Users must be over the age of 18.
- 3.2 The Guest must:
- (a) ensure that each Account is securely maintained in confidence and used only by the Authorised User to whom the Account was issued;
 - (b) immediately notify the Company and take immediate steps to disable an issued Account for an Authorised User if:
 - (i) the Authorised User ceases to be employed by, contracted to, or otherwise authorised to use the Platform by the Guest;
 - (ii) an Account is lost, stolen, missing or otherwise compromised; or
 - (iii) the Guest becomes aware of any breach of the provisions of this Agreement by the Authorised User, in which case the Account will be suspended until the breach is remedied to the Company's satisfaction; and
 - (iv) only transfer or allow to be transferred Accounts between or amongst Authorised Users of the Guest.
- 3.3 The Company reserves the right at any time and from time to time to change and/or revoke Accounts by providing the Guest with written notice.
- 3.4 Any act or omission by an Authorised User in respect of the use of the Accounts and/or the use of the Platform that breaches this Agreement or would breach this Agreement if the Authorised User were the Guest will be deemed a breach of this Agreement by the Guest.
- 3.5 By using the Account, Authorised Users warrant that they are over the age of 18.

4. Price and payment

- 4.1 Unless otherwise agreed by the parties:
- (a) the Company will invoice the Guest for the Service Fee at the time of the making of a booking for a Venue when the Guest submits a Booking or a multiple Booking request using the Platform;
 - (b) the Guest must pay the Service Fee and the Listing Fee (by way of Stripe or such payment gateway in use from time to time) to the Company within 72 hours of the time it submits a Booking through the Platform to receive the Services, or 72 hours prior for each multiple booking;
 - (c) if the Service Fee and the Listing Fee are not paid in accordance with the preceding paragraph, the Booking may be cancelled; and
 - (d) once payment of the Service Fee and the Listing Fee has been paid, the parties irrevocably consent to Stripe releasing each payment to the relevant party on the day of the booking.
- 4.2 The Guest may not set off or combine any amount owing by the Company to the Guest, whether or not due for payment, against any money due for payment by the Guest to the Company under the Agreement and the Guest must pay any amount due to the Company

under the Agreement notwithstanding the Guest may be in dispute with the Company regarding the Services supplied by the Company.

5. Provision of Services

- 5.1 The Company will provide the Services to the Guest in the manner determined by the Company (acting reasonably).
- 5.2 The Company will endeavour to provide the Services in a timely manner. Due to the nature of the Platform, the Company cannot guarantee the continuous and uninterrupted availability and accessibility of the Platform.
- 5.3 The Company may improve, enhance and modify the Platform at any time if it is necessary in the view of capacity limits, security or integrity of the Company's servers, or to carry out maintenance measures for proper or improved functioning of the Platform.
- 5.4 The Company will not, in any circumstances or for any reason outside of its reasonable control (including the occurrence of a Force Majeure Event), be liable for the late or part provision of the Services. Without limiting this clause 5, the Guest may not refuse to pay for the Services or cancel the Services because of any part or late provision of Services by the Company and the Guest agrees that the Company will not be liable for any Loss that the Guest suffers as a result of any delay or cancellation.

6. Personnel

- 6.1 The Guest is responsible for the act or omission of its Personnel. The Guest must procure each of its Personnel comply with this Agreement.
- 6.2 Except as otherwise required by law, the Guest assumes all risk of damage or Loss, or liability caused by its Personnel. At no time will the Company be liable for any such risk, damage, Loss or liability caused by the Guest's Personnel whether to the Host, the Venue or to third parties.

7. Warranties

- 7.1 If the Guest is a Consumer and the Company supplies PDH Services to the Guest, the Company acknowledges that the Guest may have certain rights under the ACL in respect of the Consumer Guarantees as they apply to the PDH Services supplied by the Company and nothing in these Terms should be interpreted as attempting to exclude, restrict or modify the application of any such rights.
- 7.2 If the Guest is a Consumer and any services supplied by the Company to the Guest are non PDH Services, the Company's liability to the Guest in connection with any breach of the Consumer Guarantees in respect of those non PDH Services is limited (at the Company's discretion) to the cost of the Company resupplying those non PDH Services or payment of the cost of having the non PDH Services supplied again.
- 7.3 If:
 - (a) the Guest is not a Consumer; or

- (b) the ACL does not apply,
then to the extent permitted by law, the Company expressly excludes all liability in respect of the Services supplied by the Company to the Guest.

8. Limitation of Liabilities

- 8.1 If the Guest makes a claim against the Company which includes a cause of action other than for a breach of a Consumer Guarantee then, to the extent the claim, or part of the claim, does not relate to a Consumer Guarantee, the Company expressly excludes all liability in respect of the Services supplied by the Company to the Guest.
- 8.2 Subject to the rest of this clause 6, the aggregate liability of the Company to the Guest arising out of or in connection with the Agreement will in no event exceed an amount equal to the amount of the Price received by the Company under the Agreement.
- 8.3 The Guest acknowledges and agrees that the Company operates the Platform through which it provides Services to the Guest and is a facilitator of information sharing between the Guest and the Host. The Company is not liable to the Guest for any Loss arising out of or in connection with the Guest's choice, use or experience of the Venue or the contractual arrangement it has with the Host.
- 8.4 Notwithstanding anything to the contrary in this Agreement, the Company is and will not be liable at any time for any act or omission of the Hosts in connection with or arising out of any booking of Venues by the Guest through the Platform.

9. Intellectual Property

- 9.1 Unless expressly stated by the Agreement, the Guest agrees that the Company and/or its licensor(s) own all of the Intellectual Property Rights in the Platform (including any modification, alternation, development, new use or other changes to the Platform) other than any content on the Website submitted by the Guest.
- 9.2 The Guest agrees that it must not infringe or use the Intellectual Property Rights of the Company or the Intellectual Property Rights of any other third party, other than for the sole purpose of performing its obligations under this Agreement.

10. Indemnity

- 10.1 The Guest indemnifies the Company and holds the Company harmless from and against all Losses (including all legal costs, and any other associated fees and costs) for which the Company incurs as a direct or indirect result of:
- (a) recovering any amounts the Guest owes to the Company (including any fees paid to a debt collector);
 - (b) any unlawful act or breach of applicable laws by the Guest or its Personnel;
 - (c) any negligent or wilful act or omission by the Guest or its Personnel; and
 - (d) any claims by the Host against the Company for damage caused by the Guest or their Personnel.

11. No representations

11.1 The Guest acknowledges and agrees that it has not relied on any representations, inducements or statements made to it by the Company regarding the supply of the Services and it has satisfied itself that the Services are fit for the purpose it requires them for.

12. Privacy

12.1 Online payments are handled by Stripe.

12.2 The Guest acknowledges and agrees that where personal information (as that term is defined in the Privacy Act 1988 (Cth)) is collected concerning a Booking, that personal information will be collected, held, used and disclosed by the Company's payment providers' terms and conditions (including the privacy policy). Such terms and conditions (including privacy policy) can be accessed at www.stripe.com.

12.3 The Guest acknowledges and agrees that personal information (as that term is defined in the Privacy Act 1988 (Cth)) regarding the Guest if the Guest is an individual, or the employees, contractors, officers and agents of the Guest if the Guest is an organisation, may be collected, held, used and disclosed by the Company for the purposes set out in the Company's privacy policy (which privacy policy is available on the Company's Website or request from the Company).

12.4 The Guest consents, and where applicable will make all reasonable endeavours to have its employees, contractors, officers and agent consent, to the Company collecting, holding, using and disclosing any such personal information for all purposes specified in the Company's Privacy Policy.

13. GST

13.1 All amounts payable by the Guest in connection with the Agreement are inclusive of GST.

13.2 Where the Guest is required by these Terms to reimburse or indemnify the Company for any Loss or other amount incurred, the amount to be reimbursed or paid will be reduced by the amount of any input tax credit that the Company will be entitled to claim for the Loss or amount incurred and increased by the amount of any GST payable by the Company in respect of the reimbursement or payment. This clause does not merge on completion or termination of the Agreement or contract. In this clause, words and expressions which are defined in the GST Act have the same meaning given to them by the GST Act.

14. Force Majeure

14.1 The Company will not be liable for any failure to perform or delay in performing its obligations under the Agreement if that failure or delay is due to a Force Majeure Event.

14.2 If a Force Majeure Event under the preceding subclause exceeds 20 Business Days, the

Company may immediately terminate the Agreement by written notice to the Guest.

15. Termination

15.1 Without limiting the Company's other rights under these Terms, the Company may terminate the Agreement with immediate effect by written notice to the Guest if:

- (a) the Guest is the subject of an Insolvency Event;
- (b) the Guest has breached any term of the Agreement (including these Terms); or
- (c) in accordance with clause 14.2.

15.2 On termination of the Agreement, the Guest must, within 10 Business Days of the date of termination, pay for Services provided up until the termination date.

15.3 Each party retains any rights, entitlements or remedies it has accrued before termination, including the right to pursue all remedies available to either party at law or in equity.

16. Acknowledgements and representations

16.1 If a Booking has been accepted by the Company, the Guest acknowledges that the Booking was accepted by the Company on the basis of, and in reliance upon, any information, data, representations and statements provided by the Guest.

16.2 By making a Booking, the Guest warrants and represents to the Company that it has read and understood these Terms and the Website Terms and Conditions prior to making the Booking and agrees to be bound by them in full.

17. Inconsistency

17.1 Unless otherwise specified in these Terms, in the event of an inconsistency between any of the documents listed in this clause, the following order of precedence shall apply to the extent of the inconsistency:

- (a) these Terms;
- (b) the Website Terms and Conditions; and
- (c) any terms in the Booking which are accepted by the Company in writing.

18. Cancellation and refund

18.1 Guest Cancellations:

- (a) The Guest may cancel any Booking by providing prior written notice to the Company, including through any designated cancellation process available on the Platform; and
- (b) If the Guest has:
 - (i) provided at least 30 Business Days prior written notice to the Company in respect of any cancellation, the Company will procure the refund of the full amount of the Listing Fee to the Guest less any bank or third-party processing fees and service fees; or
 - (ii) provided less than 30 Business Days prior written notice to the Company in respect

of any cancellation, the Company will procure the refund of 50% of the Listing Fee to the Guest, less any bank or third-party processing fees and service fees and the Guest agrees and acknowledges that the Host will retain the remaining amount.

18.2 Host Cancellations:

- (a) The Host may cancel any Booking by providing at least 30 Business Days' prior written notice to the Company, which may include cancelling through the designated process on the Platform. If the Host cancels a single Booking with the required notice, the Host agrees and acknowledges:
 - (i) the Company will refund the full amount of the Listing Fee to the Guest; and
 - (ii) the Host will be subject to a 15% cancellation penalty, which will be deducted from their next payout.

18.3 Company Cancellations:

- (a) The Company may cancel or suspend the Agreement effective immediately upon providing the Guest with written notice of cancellation or suspension, including through any designated process on the Platform, where:
 - (i) the Company believes (acting reasonably) that it will be unable to supply the relevant Services to the Guest; or
 - (ii) the Host provides prior written notice to the Company, including through the Platform, that it is unable to provide the Host Services or make available the Venue to the Guest in respect of any Booking made by the Guest through the Platform.
- (b) Where the Company has cancelled or suspended this Agreement in accordance with the preceding paragraph:
 - (i) the Guest will receive a full refund, including any tax collected and the service fee; and
 - (ii) The Host will not incur a penalty.

18.4 Refund Limitations:

- (a) The parties agree and acknowledge that the Company is not liable for any losses or inconvenience caused to a Guest or Host as a result of the cancellation or suspension
- (b) The refund of any such amounts will be the Guest's sole remedy against the Company in respect of any cancellation under this clause.

19. Insurance

19.1 As part of any booking on the Platform, all Hosts and Guests are covered by the Vennu Liability Insurance. Specific details of the insurance policy can be found on our Website and in the specific Product Disclose Statement of the policy.

19.2 By using the Platform and our Services you agree and acknowledge that:

- (a) you have reviewed the terms of the Vennu Liability Insurance;
- (b) you are aware of the parties that are covered and not covered by the policy; and
- (c) you are aware of specific exclusions and conditions relating to the policy.

19.3 In the event that a claim is required to be made on the Vennu Liability Insurance, you agree that the claiming party is responsible for any excess or deductible.

19.4 You agree and acknowledge that the Vennu Liability Insurance is included in all bookings

but that you are solely responsible for determining whether additional insurance is required for your particular circumstances.

20. Miscellaneous

20.1 In these Terms:

- (a) the singular includes the plural and vice versa;
- (b) the word person includes a firm, a body corporate, an unincorporated association, a body or organisation established pursuant to international treaty, intergovernmental body, or government authority and other official authority;
- (c) a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (e) headings are inserted for convenience and do not affect the interpretation of these Terms;
- (f) no provision will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Terms or the inclusion of the provision in the Terms; and
- (g) unless otherwise provided, all monetary amounts are in Australian dollars and a reference to payment means payment in Australian dollars.

20.2 The Guest must not assign or otherwise deal with any of its rights or obligations under these Terms without the Company's prior written consent.

20.3 The Company may, to the extent permitted by law, assign, subcontract or deal with any of its rights or obligations under these Terms (including any right to be paid or chosen in action) at any time and without any requirement to notify the Guest.

20.4 The Company may, to the extent permitted by law, vary these Terms from time to time with the variation becoming effective as soon as the Company provides the Guest notice of the variation.

20.5 A failure to exercise or delay in exercising any right under these Terms does not constitute a waiver and any right may be exercised in the future.

20.6 Waiver of any of these Terms must be in writing and is only effective to the extent set out in that written waiver.

20.7 If any provision of these Terms is void, unenforceable or illegal and would not be so if words were omitted, then those words are to be severed and if this cannot be done, the entire provision is to be severed from these Terms without affecting the validity or enforceability of the remaining provisions.

20.8 These Terms, Website Terms and Conditions and the Bookings constitute the entire agreement between the Guest and the Company in respect of the supply of the relevant Services the subject of the Agreement and supersede all previous communications, representations, understandings or agreements.

20.9 The provisions of clauses 1, 6, 10, 12, 15, 17 and 19 of these Terms survive the expiry or

termination of the Agreement.

20.10 Each party must:

- (a) do all acts necessary or desirable to give full effect to the Agreement; and
- (b) refrain from doing anything which might prevent full effect being given to the Agreement.

20.11 The relationship between the parties is and will remain that of independent contractors, and nothing in the Agreement constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.

20.12 Notices by a party must be delivered by hand, prepaid post or email and sent to the address of the receiving party specified in the Agreement. Notices shall be deemed to have been received by hand upon delivery, by post within two (2) Business Days of sending, and by email one hour after the email (unless the sender knows that the email has failed to send).

20.13 These Terms are governed by the laws in force in New South Wales, and the Guest and the Company submit to the non-exclusive jurisdiction of the courts of New South Wales.

VENNU - HOST TERMS AND CONDITIONS

1. Background

- A. The Company is a marketplace facilitator that operates a Platform which enables Hosts to publish Host Services and Listings online, allows registered Guests to book Venues and helps the Guests and Hosts to communicate and transact directly with each other.
- B. The Company agrees to provide, and the Host agrees to purchase Services under these Terms.
- C. By clicking the 'I accept' button or otherwise registering to use the Company's Services, the Hosts agree that they have read, understood and will be bound by these Terms and this Agreement.

2. Dictionary

In this Agreement, the words below have the following meanings:

Agreement means this agreement including these Terms and the Website Terms and Conditions.

ACL means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent State or Territory legislation.

Authentication Credential means the username and password or other means of authentication which Authorised Users are required to provide in order to be able to access and use the Platform.

Authorised Users means the employees, agents, contractors or other representatives of the Host (excluding its subsidiaries or other related parties) who are issued with an Authentication Credential under this agreement. Authorised users must be over the age of 18.

Booking means a booking submitted through the Platform by a Guest to book the Venue and Host Services and includes those for a single and multiple events.

Business Day means any day except a Saturday, Sunday or public holiday in Sydney, New South Wales.

Company means Venu Pty Ltd ABN 45 618 897 591 of level 1, 621 Kingsway, Miranda NSW 2228.

Confidential Information means all information disclosed by the Company to the Host and includes these Terms and the prices of the Services but excludes information that:

- (a) is public knowledge or becomes available to the Host from a source other than the

- Company (otherwise than as a result of a breach of confidentiality by the Host or any person to whom it has disclosed the information); or
- (b) is rightfully known to, or in the possession or control of the Host and not subject to an obligation of confidentiality in accordance with the terms of this Agreement.

Collaboration Agreement means an agreement entered into between the Company and a Collaboration Partner in respect of the MVP pilot program.

Collaboration Partner means a Host who has signed a Collaboration Agreement with the Company.

Consumer has the meaning given to it in section 3 of the ACL.

Consumer Guarantee means a guarantee provided under Division 1 of Part 3-2 of the ACL. Fees has the meaning given to it in clause 5.1.

Force Majeure Event means any event arising from, or attributable to, acts, events, omissions or accidents that are beyond the reasonable control of a party including any fire, failure or shortage of power supplies or raw ingredients, abnormally inclement climate or weather conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion, insurrection, political instability, armed conflict, war, terrorist action, strike or the threat of any of the foregoing.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended, varied or replaced from time to time.

Guest means an entity or person that uses or requests to use Host Services supplied to it by the Host.

Host means an entity or person that uses or requests to use the Services supplied to it by the Company.

Host Services means service offerings by the Hosts to the Guests including access and use of venues, properties and locations for the purposes of holding any activities or events at such venues, properties or locations, and if applicable, any related services including catering provision of audio-visual equipment, security and cleaning and other specific services or experiences which the Host may offer from time to time

Host Terms means the specific terms of use as included in the Listing by the Host.

Insolvency Event means, in relation to a body corporate, a liquidation or winding up or the appointment of a voluntary administrator, receiver, manager or similar insolvency administrator to that body corporate or any substantial part of its assets; in relation to an individual or

partnership, the act of bankruptcy, or entering into a scheme or arrangement with creditors; concerning a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control; or the occurrence of any event that has substantially the same effect to any of the above events.

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world, including but not limited to the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets and know-how, throughout the world and all renewals and extensions.

Listing means any publication of the Host Services and listing of a Venue on the Website by the Host to communicate and transact directly with the Guest.

Listing Fee means the price that a Host sets in each Listing for the fees it charges on its Host Services and Venue booking which may change from time to time in accordance with our Terms of Use. The Listing Fee may include additional fees for the provision of additional Host Services.

Loss means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent and includes direct loss and indirect loss, loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain and loss of opportunities and any other loss beyond the normal measure of damages.

MVP Pilot means the Minimum Viable Product Pilot between the Company and the Collaboration Partner to develop certain prototypes.

Personnel means any employee, agent, or contractor of the Host who assists the Host in the provision of the Host Services under this Agreement or any others for whom the Host is legally liable.

Platform means the Website through which the Company makes its Services available to the Hosts to list and the Guests to book Venues.

PDH Services means services which, for the purposes of the ACL, are of a kind ordinarily acquired for personal, domestic or household use or consumption.

Privacy Laws means the Privacy Act 1988 (Cth) and the Australian Privacy Principles as contained in Schedule 1 to the Privacy Act 1988 (Cth), and any APP code (as defined in the Privacy Act 1988 (Cth)).

Services means the services to be supplied by the Company to the Host, including listing or publishing Venues and Host Services on the Platform so that the Guest can book Venues and Host Services.

Service Fee means the fee charged by the Company for the provision of services which is currently 15% of the Listing Fee but may be updated from time to time on our Website.

Terms means these terms and conditions forming the "Vennu - Host Terms and Conditions".

Website means the Company's website and platform located at www.vennu.com.au.

Website Terms and Conditions means the standard website terms and conditions applicable to all users and viewers of the Platform that can be accessed on the Website.

Venue means a venue, property or location published or listed on the Platform by the Host for the Guest to book.

3. Agreement

- 3.1 The Company will provide Services to the Host and the Host will pay Fees in consideration for such Services.
- 3.2 Other than to receive Services from the Company under this Agreement, the Host will contract directly with the Guest in connection with the supply of Host Services to the Guest. The Host acknowledges that the Company is not liable for any damage to the Venue caused by the Guest or their Personnel.
- 3.3 The Company does not and will not become a party to the contractual relationship between a Guest and a Host at any time.

4. Term

- 4.1 This Agreement commences on the date that the Hosts clicks the "I accept" button or otherwise registers to use the Company's Services (Start Date) and will continue until it is terminated under these terms (Term).

5. Price and payment

- 5.1 Unless otherwise agreed by the parties, and subject to clause 5.3, the fees a Host must pay for the Services to the Company under the Agreement comprise:
 - (a) an annual listing and administration fee of \$AUD 500.00; or
 - (b) a transaction fee calculated at 3% of the Listing Fees payable by the Guests under the relevant booking for Host Services through the Platform.
(collectively, Fees).

- 5.2 The Company directs that the full amount of any Listing Fee paid by a Guest is paid to the Host, less the transaction fee calculated under clause 5.1(b). For the avoidance of any doubt, the transaction fee is a pass-through cost from the payment gateway provider Stripe in respect of the Host's transactions through the Platform under this Agreement.
- 5.3 If the Host is a Collaboration Partner, the Company agrees to waive any Fees for the duration of the MVP pilot.
- 5.4 Unless otherwise agreed by the parties:
- (a) the Company will invoice the Host for the Fees at the time of the making of a booking for a Venue when the Guest submits a Booking or a multiple Booking request using the Platform;
 - (b) the Host must pay the Fee (by way of Stripe or such payment gateway in use from time to time) to the Company within 72 hours of the time a Booking is made through the Platform, or 72 hours prior for each multiple booking;
 - (c) if the Fees are not paid in accordance with the preceding paragraph, the Booking may be cancelled and Listings may be removed; and
 - (d) once payment of the Fee has been paid, the parties irrevocably consent to Stripe releasing each payment to the relevant party on the day of the booking.
- 5.5 The Host may not set off or combine any amount owing by the Company to the Host whether or not due for payment, against any money due for payment by the Host to the Company under the Agreement and the Host must pay any amount due to the Company under the Agreement notwithstanding the Host may be in dispute with the Company regarding the services supplied by the Company.

6. Provision of Services

- 6.1 The Company will provide the Services to the Hosts in the manner determined by the Company (acting reasonably).
- 6.2 The Company will endeavour to provide the Services on time. Due to the nature of the Platform, the Company cannot guarantee the continuous and uninterrupted availability and accessibility of the Platform (including due to any virus).
- 6.3 The Company may improve, enhance and modify the Platform at any time if it is necessary in the view of capacity limits, security or integrity of the Company's servers, or to carry out maintenance measures for proper or improved functioning of the Platform.
- 6.4 The Company will not, in any circumstances or for any reason outside of its reasonable control (including the occurrence of a Force Majeure Event), be liable for the late or part-provision of the Services.
- 6.5 Without limiting clause 6.2, the Host may not refuse to pay for the Services because of any part or late provision of Services by the Company and the Host agrees that the Company will not be liable for any Loss that the Host suffers as a result of any delay or cancellation.

7. Listings

- 7.1 When creating a Listing through the Platform, the Host must:

- (a) provide complete and accurate information about the Host Services and the Venue (including listing the description, location, and calendar availability) and complete all mandatory sections of the Listing form in full;
 - (b) disclose any deficiencies, restrictions and requirements that apply; and
 - (c) set out the specific terms and conditions relating to the Listing, for example, any specific restrictions on the type of functions that can be hosted at the Venue.
- 7.2 The Host is responsible for:
- (a) keeping Listing information (including calendar availability) up to date at all times; and
 - (b) setting a price for each Listing (Listing Fee) plus any applicable discount or promotion that will be applied to bookings
- 7.3 Once a Guest requests a booking of a Venue in the Listing, the Host may not request that the Guest pay a higher price than the Listing Fee in the booking request.
- 7.4 Any content or information used in a Listing (including any images or videos) must accurately reflect the quality and condition of the Host Services and the Venue. The Company reserves the right to require that each Listing has a minimum number of images of a certain format, size and resolution. In posting any Listing, you authorise us and grant us a licence to use such images in any promotional activities of the Company whether on our Website or through other mediums such as social media, print or other advertising methods.
- 7.5 The placement and ranking of each Listing in search results on the Platform may vary and depend on a variety of factors, such as search parameters and preferences, Host requirements, price and calendar availability, quality of content, Guest service and cancellation history, reviews and ratings, type of Host Service, and/or ease of booking.
- 7.6 When the Host accepts a Booking request by the Guest for a Listing, the Host agrees that it is bound to provide the Host Services and the Venue to the Guest as described in that Listing when the Booking request is made.
- 7.7 The Host represents and warrants to the Company that:
- (a) all information that the Host provides to the Company in connection with this Agreement is true, accurate and complete, including without limitation, the GST status of the Host (as provided to the Company under clause 20.1), the amount of the Listing Fee (whether inclusive or exclusive of GST) and all information provided in connection with the Listings under this clause 7;
 - (b) any Booking request that the Host accepts for a Listing and any delivery of the Venue or the Host Services will:
 - (i) not breach any agreements that the Host has entered into with any third parties; and
 - (ii) comply with all applicable laws.
- 7.8 The Host is responsible for the Host's acts and omissions and the acts and omissions of any persons who are present at the Venue at the Host's request or invitation, excluding the Guest and any persons that the Guest may invite to the Venue.
- 7.9 Once a Listing is published on the Platform, the Host will have the ability to vary that Listing from time to time (provided that such variations do not affect any Bookings made before the variation).
- 7.10 By making a Venue available for a particular date and time on the Platform, the Host agrees

that any Guest who books through the Platform (and people invited by the Guest) can attend the Venue.

- 7.11 The Host alone is responsible for each Venue and Listing (and their associated Host Services) that they submit, list, publish and provide. The Company merely provides the Services and is not itself an operator or provider of tours, activities, travel services or Host Services. The Company does not own, sell, resell, furnish, provide, manage and/or control any such Host Services. The Company's responsibilities are limited to making the Listings available through the Platform.
- 7.12 If applicable, the Host is responsible for acquiring and maintaining all AV equipment, facility, material and other equipment available on site that are necessary to provide the Host Services (**Equipment**).
- 7.13 The Host is solely responsible for ensuring that the Equipment used at each Venue is in good working order and conforms to all applicable laws, including laws pertaining to safety, equipment, inspection, and operational capability. Except as otherwise required by law, the Host assumes all risk of damage or loss to the Equipment by a Guest. At no time will the Company be liable for any such risk, damage or loss to the Equipment.

8. Authentication Credentials

- 8.1 From the Start Date, and on request from the Host, from time to time, the Company will provide the Host with Authentication Credentials for the Authorised Users to access the Platform.
- 8.2 The Host must:
- (a) ensure that each Authentication Credential is securely maintained and used only by the Authorised User to whom the Authentication Credential has been issued;
 - (b) immediately notify the Company, and take immediate steps to disable an issued Authentication Credential for an Authorised User, if:
 - (i) Authorised User ceases to be employed by, contracted to, or otherwise authorised to use the Platform by the Host;
 - (ii) an Authentication Credential is lost, stolen, missing or is otherwise compromised; or
 - (iii) the Host becomes aware of any breach of the provisions of this agreement by the Authorised User, in which case the Authentication Credentials will be suspended until such time as the breach is remedied to the Company's satisfaction; and
 - (c) only transfer or allow to be transferred Authentication Credentials between or amongst Authorised Users of the Host.
- 8.3 The Company reserves the right at any time, and from time to time, to change and/or revoke Authentication Credentials by providing the Host with written notice.
- 8.4 Any act or omission by an Authorised User in respect of the use of the Authentication Credentials and/or the use of the Platform that breaches this agreement or would breach this agreement if the Authorised User were the Host, will be deemed a breach of this agreement by the Host.

9. Personnel

- 9.1 The Host is responsible for the act or omission of its Personnel that supplies the Host Services.
- 9.2 The Host must procure each of its Personnel to comply with this Agreement.
- 9.3 Except as otherwise required by law, the Host assumes all risk of damage or loss caused by its Personnel. At no time will the Company be liable for any such risk, damage or loss caused by the Host's Personnel.

10. Company not Liable for Vetting of Guests and Actions of Guests

- 10.1 The Host agrees and acknowledges that:
- (a) the Company provides a facilitation booking service to the Host;
 - (b) the Company is not responsible for the vetting of Guests and their Personnel and is the sole responsibility of the Host; and
 - (c) the Company is not liable for any actions, damage or loss caused by the Guest and their personnel.
- 10.2 The Host agrees that it takes sole responsibility for the vetting of Guests and the acceptance of any bookings made through the Website.

11. Warranties

- 11.1 If the Host is a Consumer, and the Company supplies PDH Services to the Host, the Company acknowledges that the Host may have certain rights under the ACL in respect of the Consumer Guarantees as they apply to the PDH Services supplied by the Company. Nothing in these Terms should be interpreted as attempting to exclude, restrict or modify the application of any such rights.
- 11.2 If the Host is a Consumer and any services supplied by the Company to the Host are non-PDH Services, the Company's liability to the Host in connection with any breach of the Consumer Guarantees in respect of those non-PDH Services is limited (at the Company's discretion) to the cost of the Company resupplying those non-PDH Services or payment of the cost of having the non-PDH Services supplied again.
- 11.3 If:
- (a) the Host is not a Consumer; or
 - (b) the ACL does not apply,
- then, to the extent permitted by law, the Company expressly excludes all liability in respect of the Services supplied by the Company to the Host.

12. Limitation of Liabilities

- 12.1 If the Host claims the Company which includes a cause of action other than for a breach of a Consumer Guarantee then, to the extent the claim, or part of the claim, does not relate

to a Consumer Guarantee, the Company expressly excludes all liability in respect of the Services supplied by the Company to the Host.

12.2 Subject to the rest of this clause, the aggregate liability of the Company to the Host arising out of, or in connection with, the Agreement will not exceed an amount equal to the amount of the Fees received by the Company under this Agreement during the 6 months immediately preceding the date on which any incident or claim giving rise to such liability arises.

12.3 The Host acknowledges and agrees that the Company operates the Platform through which:

- (a) it provides Services to the Host;
- (b) is a facilitator of information sharing between the Guest and the Host; and
- (c) is not liable for any actions by a Guest and their Personnel.

12.4 Notwithstanding anything to the contrary in this Agreement, the Company is and will not be liable at any time for any act or omission of the Hosts in connection with, or arising out of, any booking of a Venue by the Guest through the Platform.

13. Insurance

13.1 As part of any booking on the Platform, all Hosts and Guests are covered by the Vennu Liability Insurance. Specific details of the insurance policy can be found on our Website and in the specific Product Disclose Statement of the policy.

13.2 By using the Platform and our Services you agree and acknowledge that:

- (a) you have reviewed the terms of the Vennu Liability Insurance;
- (b) you are aware of the parties that are covered and not covered by the policy; and
- (c) you are aware of specific exclusions and conditions relating to the policy.

13.3 In the event that a claim is required to be made on the Vennu Liability Insurance, you agree that the claiming party is responsible for any excess or deductible.

13.4 You agree and acknowledge that the Vennu Liability Insurance is included in all bookings but that you are solely responsible for determining whether additional insurance is required for your particular circumstances.

13.5 During the Term and for a period of 6 years after the termination of the Host Terms and Conditions, the Host must affect and maintain, at its cost, the following insurances:

- (a) public liability insurance for an amount not less than \$10,000,000 (in respect of any single occurrence);
- (b) building insurance to cover any damage caused by a Guest or any persons entering on the property; and
- (c) workers compensation insurance as required by law, with an established and reputable insurer.

13.6 The Host must provide the Company with a certificate of currency issued by its insurer or insurance broker confirming all the insurance policies required in this clause within 14 Business Days of receiving a request from the Company.

14. Intellectual Property

- 14.1 Unless expressly stated in this Agreement, the Host agrees that the Company and/or its licensor(s) own all of the Intellectual Property Rights in the Platform (including any modification, alternation, development, new use or other changes to the Platform).
- 14.2 The Host agrees that it must not infringe or use the Intellectual Property Rights of the Company or the Intellectual Property Rights of any other third party, other than for the sole purpose of performing its obligations under this Agreement.

15. Indemnity

- 15.1 The Host indemnifies the Company and holds the Company harmless from and against all Losses (including all legal costs, and any other associated fees and costs) for which the Company incurs as a direct or indirect result of:
- (a) recovering any amounts the Host owes to the Company (including any fees paid to a debt collector);
 - (b) any breach of the Agreement by the Host (including any breach of the warranties given by the Host);
 - (c) any unlawful act or breach of applicable laws by the Host or its Personnel;
 - (d) the Guest's use, choice or experience of Host Services and/or Venues;
 - (e) any negligent or wilful act or omission by the Host or its Personnel; and
 - (f) any claims which the Host may have against the Guest for damage caused by the Guest or their personnel.

16. Notification of claims

- 16.1 The Host shall notify the Company immediately if it becomes aware of:
- (a) any claim; or
 - (b) any death, serious injury or serious illness,
in respect of, or caused by, the Host Services and the Host will take all reasonable steps to mitigate any Loss arising as a consequence of the claim, death, serious injury or serious illness.

17. No representations

- 17.1 The Host acknowledges and agrees that it has not relied on any representations, inducements or statements made to it by the Company regarding the supply of the Services and it has satisfied itself that the Services are fit for the purpose it requires them for.

18. Confidentiality

- 18.1 The Host:

- (a) may use Confidential Information solely for the Agreement;
- (b) must keep confidential all Confidential Information; and
- (c) may disclose Confidential Information only:
 - (i) to employees and contractors who:
 - (A) are aware and agree that the Confidential Information must be kept confidential; and
 - (B) either have a need to know the Confidential Information (and only to the extent that each needs to know), or have been specifically approved by the Company, or
 - (ii) as required by law or securities exchange regulation.

18.2 The Host must notify the Company immediately once it becomes aware of any breach of confidentiality in respect of the Confidential Information and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

18.3 Except to the extent that a party has ongoing rights to use Confidential Information, a party must, at the request of the other party following the expiry or termination of this Agreement, promptly return to the other party or destroy all Confidential Information of the other party in the recipient party's possession or control (except for electronic backup data in respect of which it would be impractical for a party to attempt to delete).

19. Privacy

19.1 Online payments are handled by Stripe.

19.2 The Host acknowledges and agrees that where personal information (as that term is defined in the Privacy Act 1988 (Cth)) is collected in relation to a Guest, that personal information will be collected, held, used and disclosed by the Company's payment providers' terms and conditions (including privacy policy). Such terms and conditions (including privacy policy) can be accessed at www.stripe.com.

19.3 The Host acknowledges and agrees that personal information (as that term is defined in the Privacy Act 1988 (Cth)) regarding the Guest if the Guest is an individual, or the employees, contractors, officers and agents of the Guest if the Guest is an organisation, may be collected, held, used and disclosed by the Company for the purposes set out in the Company's privacy policy (which privacy policy is available on the Company's website or on request from the Company).

19.4 The Host must, and must procure its Personnel to comply with all applicable laws, including the Privacy Laws at all times.

20. GST

20.1 The Host must confirm whether or not it is GST registered at the time of registration. All amounts payable by the Host in connection with the Agreement are inclusive of GST.

20.2 Where the Host is required by these Terms to reimburse or indemnify the Company for any Loss or other amount incurred, the amount to be reimbursed or paid will be reduced by the amount of any input tax credit that the Company will be entitled to claim for the Loss

or amount incurred and increased by the amount of any GST payable by the Company in respect of the reimbursement or payment. This clause does not merge on completion or termination of the Agreement or contract. In this clause, words and expressions which are defined in the GST Act have the same meaning given to them by the GST Act.

21. Force Majeure

- 21.1 The Company will not be liable for any failure to perform or delay in performing its obligations under the Agreement if that failure or delay is due to a Force Majeure Event.
- 21.2 If a Force Majeure Event exceeds 20 Business Days, the Company may immediately terminate the Agreement by written notice to the Host.

22. Termination

- 22.1 Without limiting the Company's other rights under these Terms, the Company may terminate the Agreement with immediate effect by written notice to the Host if:
- (a) the Host is the subject of an Insolvency Event;
 - (b) the Host has breached any term of the Agreement (including these Terms); or
 - (c) in accordance with this clause.
- 22.2 Without limiting the parties' other rights under these Terms:
- (a) the Company may terminate this Agreement at any time and without cause by providing the Host with no less than 30 days written notice of termination; and
 - (b) the Host may terminate this agreement after the first anniversary of the Start Date without cause by providing the Company with no less than 90 days written notice of termination.
- 22.3 On termination of the Agreement, the Host must, within 10 Business Days of the date of termination, pay for all Services provided by the Company up until the termination date.
- 22.4 Each party retains any rights, entitlements or remedies it has accrued before termination, including the right to pursue all remedies available to either party at law or in equity.

23. Acknowledgements and representations

- 23.1 The Host acknowledges that the Company relies on its representations that all information, specifications, data, representations, statements and documents provided by the Host are true, accurate, complete and up to date.
- 23.2 The Host warrants and represents to the Company that it has read and understood these Terms and the Website Terms and Conditions prior to entering into this Agreement and accepting these Terms and agrees to be bound by them in full.

24. Inconsistency

- 24.1 Unless otherwise specified in these Terms, in the event of an inconsistency between any of the documents listed in this clause, the following order of precedence shall apply to the extent of the inconsistency:

- (a) these Terms; and
- (b) without limiting clause 23.2, the Website Terms and Conditions.

24.2 These Terms shall prevail over any Guest terms and conditions, except to the extent specifically agreed by the Company in writing and any terms or conditions included in any other document provided or issued by the Host will only be binding on the Company if expressly agreed by the Company in writing.

25. Cancellation and Refund

25.1 Guest Cancellations:

- (a) Under the terms and conditions of Guests, a Guest may cancel any Booking by providing prior written notice to the Company, including through any designated cancellation process available on the Platform. Notice by a Guest through the Platform is deemed to be notice to a Host.
- (b) If the Guest has provided at least 30 Business Days prior written notice to the Company in respect of any cancellation, the Company will procure that 50% of the Listing Fee paid by the Guest is paid to the Host.

25.2 Host Cancellations:

- (a) The Host may cancel any Booking by providing at least 30 Business Days' prior written notice to the Company, which may include cancelling through the designated process on the Platform. If the Host cancels a Booking with the required notice, the Host agrees and acknowledges:
 - (i) the Company will refund the full amount of the Listing Fee to the Guest; and
 - (ii) the Host will be subject to a 15% cancellation penalty, which will be deducted from their next payout.

25.3 Company Cancellations:

- (a) The Company may cancel or suspend the Agreement effective immediately upon providing the Host with written notice of cancellation or suspension, including through any designated process on the Platform, where:
 - (i) the Company believes (acting reasonably) that it will be unable to supply the relevant Services to the Host; or
 - (ii) the Host provides prior written notice to the Company, including through the Platform, that it is unable to provide the Host Services or make available the Venue to the Guest in respect of any Booking made by the Guest through the Platform.
- (b) Where the Company has cancelled or suspended this Agreement in accordance with the 22.2(a)(i):
 - (i) the Guest will receive a full refund, including any tax collected and the service fee; and
 - (ii) The Host will not incur a penalty.

25.4 Refund Limitations:

- (a) The parties agree and acknowledge that the Company is not liable for any losses or inconvenience caused to a Guest or Host as a result of the cancellation or suspension
- (b) The refund of any such amounts will be the Host's sole remedy against the Company in respect of any cancellation under this clause.

26. Miscellaneous

26.1 In these Terms:

- (a) the singular includes the plural and vice versa;
- (b) the word person includes a firm, a body corporate, an unincorporated association, body or organisation established pursuant to an international treaty, intergovernmental body, or government authority and other official authority;
- (c) a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (e) headings are inserted for convenience and do not affect the interpretation of these Terms;
- (f) no provision will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Terms or the inclusion of the provision in the Terms; and
- (g) unless otherwise provided, all monetary amounts are in Australian dollars and a reference to payment means payment in Australian dollars.

26.2 The Host must not assign or otherwise deal with any of its rights or obligations under these Terms without the Company's prior written consent. The Company may, to the extent permitted by law, assign, subcontract or deal with any of its rights or obligations under these Terms (including any right to be paid or chose in action) at any time and without any requirement to notify the Host.

26.3 The Company may, to the extent permitted by law, vary these Terms from time to time with the variation becoming effective as soon as the Company provides the Host notice of the variation.

26.4 A failure to exercise or delay in exercising any right under these Terms does not constitute a waiver and any right may be exercised in the future. Waiver of any of these Terms must be in writing and is only effective to the extent set out in that written waiver.

26.5 If any provision of these Terms is void, unenforceable or illegal and would not be so if words were omitted, then those words are to be severed and if this cannot be done, the entire provision is to be severed from these Terms without affecting the validity or enforceability of the remaining provisions.

26.6 These Terms, the Website Terms and Conditions and the accepted Agreement constitute the entire agreement between the Host and the Company in respect of the supply of the relevant Services the subject of the Agreement and supersede all previous communications, representations, understandings or agreements.

26.7 The provisions of clauses A, 6, 10, 12, 13, 13, 14, 15, 17, 18 and 19 of these Terms survive the expiry or termination of the Agreement.

26.8 Each party must:

- (a) do all acts necessary or desirable to give full effect to the Agreement; and

(b) refrain from doing anything which might prevent full effect being given to this Agreement.

26.9 The relationship between the parties is and will remain that of independent contractors, and nothing in the Agreement constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.

26.10 Notices by a party must be delivered by hand, prepaid post, facsimile or email and sent to the address of the receiving party specified in the Agreement. Notices shall be deemed to have been received by hand upon delivery, by post within two (2) Business Days of sending, by facsimile upon receipt of a successful transmission report and by email one hour after the email (unless the sender knows that email has failed to send).

26.11 These Terms are governed by the laws in force in New South Wales, and the Host and the Company submit to the non-exclusive jurisdiction of the courts of New South Wales.