
GENERAL TERMS OF USE

1 AGREEMENT

1.1 These Terms of Use (“**Terms**”) constitute an agreement between—

- (1) you, the consumer (“**Consumer**”, “**You**” or “**Your**”);
- (2) the service providers (“**Service Provider**”) (You and Service Provider collectively, “**Users**”); and
- (3) HomeStay Care Pty Ltd and its affiliates and related companies (individually and collectively, “**HomeStay**”, “**we**”, “**our**” or “**us**”).

1.2 Users acknowledge and agree that—

- (1) these Terms, together with our Privacy Policy (collectively, this “**Agreement**”) governs your use of—
 - (a) our website www.homestay.care (the “**Site**”) and related websites;
 - (b) our intelligent home units and platform;
 - (c) our mobile application, including our booking system, the ManageMyHealth mobile application and other mobile applications (the “**Application**”);
 - (d) memberships; and
 - (e) other services provided by HomeStay,(collectively (including the Site), the “**Services**”) but not including the services provided by Service Providers, whether or not you have created an account;
- (2) by using, or otherwise accessing, any of the Services (including by visiting the Site) and/or by creating an account with us, you agree to the terms of this Agreement, including the information practices disclosed in our Privacy Policy; and
- (3) if you create an account, or use the Services, on behalf of an individual or entity other than yourself, you represent that you are authorised by such individual or entity to accept this Agreement on such individual’s or entity’s behalf.

1.3 If Users do not accept these Terms, you should not create an account, visit the Site or use, or otherwise access, any of the Services.

2 TERMS MAY CHANGE

2.1 We may change these Terms and the other documents that are part of the Agreement at any time, at our full discretion.

2.2 If we—

- (1) make minor changes to the Terms without materially changing Users’ rights, the modified terms will be posted on the Site; and
- (2) modify the terms that materially changes Users’ rights, we will notify Users by email (if an account has been created), through any part of the Services or present Users with the new Terms in another way we deem appropriate.

2.3 Using any part of the Services after the modified terms are posted will constitute Users’ acknowledgement of, and agreement to, the modified terms. We encourage Users to periodically review these Terms and the Agreement.

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- 2.4 If at any time Users choose not to accept these Terms or the Agreement, including any modifications, then Users must stop using the Site and the Services.

3 PRIVACY POLICY

- 3.1 In using, or accessing, any part of the Services (including visiting the Site), HomeStay may collect and maintain information that Users voluntarily share with HomeStay, which may include Users' name, address, and contact information, medical history and current in-home care needs, billing information, and other information (collectively, "**Personal Information**").
- 3.2 Any Personal Information that HomeStay collects through Users' use of, or access to, the Services is subject to our Privacy Policy, which forms part of this Agreement.
- 3.3 By submitting your Personal Information, Users authorise HomeStay, its employees, its agents and others operating on its behalf to use and/or disclose such information in accordance with our Privacy Policy.

4 WE DO NOT PROVIDE MEDICAL ADVICE

- 4.1 You acknowledge, and agree, that—
- (1) Homestay will, and does, not provide You with any medical services or emergency response services and any other physical services, but will, through our Services—
 - (a) be a conduit to assist You find potential caregivers, service provider, or organisation that provides in-home care to the elderly (collectively, "**Service Provider**"); and
 - (b) provide you (through the intelligent home unit) with a monitoring technology and companion ecosystem that enables data driven decision making for your health services providers, connection to family members and caregivers, emergency assistance functionality that allows for an escalation to emergency service providers, as well as other functionalities.
 - (2) the Content that You obtain, or receive, from HomeStay, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services, is for informational, scheduling and payment purposes only;
 - (3) doctors, dentists, nurses, and other medical professionals use the Services to share Content with You, but Your use of this Content is not a substitute for healthcare;
 - (4) all medically related Content, including information shared via the Site or our platforms, news feeds, blogs, social channels, emails and text messages, and advertising, comes from independent healthcare professionals and organisations, and is for informational purposes only; and
 - (5) although some Content may be provided by healthcare professionals, the provision of such information when You use, or access, the Services or Content does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment, but is provided to assist You in choosing a Service Provider.
- 4.2 "**Content**" in these Terms means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services, including Content provided in direct response to Your questions or postings.

5 NO GUARANTEES FOR SERVICE PROVIDERS

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In relation to Your use of the Site and the Services to locate and schedule appointments with Service Providers, You acknowledge, and agree, that—

- (1) HomeStay has made reasonable efforts to ensure that the Service Providers participating in the Services hold all the active licences required by law to provide the services offered by them;
- (2) HomeStay may exclude Service Providers who, in HomeStay's discretion, have engaged in inappropriate or unprofessional conduct;
- (3) some Service Providers listed through the Services enter into contracts with us, and may pay us a fee in order to be marketed through the Services;
- (4) to help You find Service Providers who may be suitable for Your needs, we will provide You with lists and/or profiles of Service Providers based on information that You provide to us, including—
 - (a) insurance information, geographical location, and in-home care needs; and
 - (b) other criteria (for example, Service Provider availability, Your past selections, ratings given by You and other HomeStay users of the Service Providers, and past experience of HomeStay users with Service Providers);
- (5) to the extent that You use the Services as provided, or required, by Your insurance provider, HomeStay may provide lists and/or profile previews based also on criteria determined by Your insurance provider, and their agents or advisors;
- (6) HomeStay does not—
 - (a) recommend or endorse any Service Providers;
 - (b) make any representations, warranties, or guarantees with respect to the Service Providers or the quality, or type, of in-home care services they may provide; and
 - (c) receive any additional fees from Service Providers for featuring them (for example, higher or better placement on lists) through the Services (subject to Sponsored Results as described in clause 5(8));
- (7) while HomeStay encourages the Service Providers to use the Services responsibly—
 - (a) we have no control over, and cannot guarantee the availability of, any Service Provider at any particular time; and
 - (b) You acknowledge, and agree, that we will not be liable for—
 - (i) cancelled or unfulfilled appointments by a Service Provider, or any resulting injuries, or loss, from cancelled or unfulfilled appointments; or
 - (ii) for any other injury, loss or damage resulting, or arising from, or related to, the use of the Site or Services whatsoever; and
- (8) HomeStay may show You sponsored results ("**Sponsored Results**") on the Site for which HomeStay has received additional fees from Service Providers for providing Sponsored Results. Sponsored Results shown through the Services are not, and should not be considered, an endorsement, recommendation or guarantee by HomeStay of the Service Provider.

6 WARRANTIES, GUARANTEES AND REPRESENTATIONS

6.1 Users acknowledge, and agree, that—

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- (1) Homestay's Services are an informational and educational resource to allow Consumers find suitable Service Providers for each Consumer's individual needs;
 - (2) to the maximum extent permitted by law, HomeStay offers the Services and the Site on an "as is" basis and without warranties, express or implied by virtue of this Agreement or by legislation, including all statutory warranties;
 - (3) while we make reasonable efforts to provide Users with accurate Content, we make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, expertise, quality of work, suitability of the services, price or cost information, insurance coverage or benefit information, or any other Content available through the Services;
 - (4) we make no representations, or warranties, regarding suggestions or recommendations of services, or products, offered or purchased through the Site and/or the Services;
 - (5) in no event will HomeStay be liable to Users or anyone else for any decision made, or action taken, by Users in reliance on any Content made available through the Services;
 - (6) HomeStay does not in any way endorse, or recommend, any individual, or entity, listed or accessible through the Services; and
 - (7) except as expressly provided in these Terms, HomeStay—
 - (a) makes no warranties about the information systems, software and functions made accessible through the Services or any other security associated with the transmission of sensitive information; and
 - (b) does not warrant that the—
 - (i) Services will operate error-free, bug-free or free from defects, that loss of data will not occur; or
 - (ii) Services, software or Site are free of computer viruses, contaminants or other harmful items.
- 6.2 HomeStay may, but have no obligation to, publish Content through the Services that is reviewed by our editorial personnel. No party (including HomeStay) involved in the preparation, or publication, of Content guarantee that the Content is timely, accurate or complete, and they will not be responsible, or liable, for any errors or omissions in, or for the results obtained from the use of, such Content.
- 6.3 Service Providers' Content is intended for general reference purposes only. Service Providers' Content may be provided by the Service Provider, and collected from multiple other data sources that may not be confirmed by the Service Provider. Such Content can change frequently and may become out of date, incomplete or inaccurate. You acknowledge, and agree, that HomeStay does not provide any advice, or qualification certification, about any particular Service Provider's Content.
- 6.4 The procedures, products, services and devices discussed and/or marketed through the Services are not applicable to all individuals, customers or all situations. Any procedures, products, services or devices represented through the Services by advertisers, sponsors, and other participants of the Services, either paid or unpaid, are presented for Your awareness and do not necessarily imply, and we make no claims as to—
- (1) safety;
 - (2) appropriateness for any particular individual; or
 - (3) prediction of effectiveness, outcome or success.

7 YOUR RESPONSIBILITIES

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- 7.1 While the Site, Application and other HomeStay platforms are free, You remain fully responsible for all of Your in-home care expenses, including any applicable customary, and other, charges for services rendered by Service Providers obtained through the Services.
- 7.2 In using the Services, You—
- (1) acknowledge, and agree, that You are responsible for ensuring that all payments made through the Services are correct;
 - (2) must ensure that all payment details, and account information, are up-to-date to ensure payments for all services obtained through any of the Services are processed correctly; and
 - (3) must resolve any dispute arising from any transaction between You and any Service Provider directly with the Service Provider.

8 SERVICE PROVIDER RESPONSIBILITIES

- 8.1 In using the Services, Service Providers—
- (1) acknowledge, and agree, that you are responsible for ensuring that all payments made through the Services are correct;
 - (2) must ensure that all payment details, and account information, are up-to-date to ensure payments for all services provided through any of the Services are processed correctly; and
 - (3) must resolve any dispute arising from any transaction between yourselves and the Consumers directly with the Consumers.
- 8.2 All Service Providers acknowledge, and agree, that you will not use the Services—
- (1) to view, access or otherwise use, directly or indirectly, other Service Providers' prices, availability, or other Content for any purpose other than your own personal use as a customer or prospective customer.
 - (2) to establish, attempt to establish, or enforce, directly or indirectly, any agreement or coordination of—
 - (a) the prices charged for any product or service;
 - (b) the kinds, frequencies or amounts of any product or service offered;
 - (c) the customer, or customer categories, for any product or service; or
 - (d) otherwise engage, or attempt to engage, in price fixing, output restriction, or customer or market allocation.
 - (3) directly or indirectly, to engage in any anti-competitive, deceptive or unfair practices, or otherwise violate applicable antitrust, competition or consumer protection laws, or regulations.

9 USERS' RESPONSIBILITIES

- 9.1 In using the Services, Users must—
- (1) keep all account information, including your account username and password (collectively, "**Credentials**"), private and confidential;
 - (2) immediately notify us if your Credentials, or account information, has been stolen or compromised by sending an email to service@homestay.com;
 - (3) only use the Services for lawful purposes and for consumers, Your use must also be for non-commercial purposes;

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- (4) not use the Services in any manner that could—
 - (a) damage, disable, overburden, or impair our servers or networks; or
 - (b) interfere with any other party's use, and enjoyment, of the Site or the Services;
 - (5) not attempt to gain unauthorised access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means;
 - (6) not accumulate or index, directly or indirectly, any Content or portion of the Site and/or Services (including Service Provider Content, appointment availability, price information) for any purpose whatsoever.
- 9.2 To remove any doubt, Users are solely responsible for your use of the Services and for all use of your Credentials, including use by others to whom you have given your Credentials.
- 9.3 In addition to our rights in these Terms, we may take any legal action and implement any technological measures to prevent violations of the restrictions detailed in clause 9.1 and to enforce these Terms.

10 CHANGES TO SERVICES

- 10.1 HomeStay may, from time to time and at our full discretion—
- (1) add new features to the Services;
 - (2) substitute a new service for one of the existing Services; or
 - (3) discontinue, or suspend, one of the existing Services.
- 10.2 For clarity—
- (1) all new services, or substituted services, will be governed by this Agreement; and
 - (2) under no circumstances will HomeStay be liable for any suspension, or discontinuation, of any part of the Services.
- 10.3 Users acknowledge, and agree, that—
- (1) some Services may have additional terms (including policies, guidelines, and rules) that will further govern the use of that particular Service, and supplement this Agreement;
 - (2) if you choose to register for, access or use any such Services, Users may be presented with additional terms, which, by using those Services, you agree to comply with in addition to this Agreement;
 - (3) any additional terms will be read subject to the terms of this Agreement; and
 - (4) where there is any ambiguity, inconsistency or conflict between this Agreement and the additional terms, this Agreement will take precedence over the additional terms only to the extent of any ambiguity, inconsistency or conflict.

11 LINKS TO OTHER WEBSITES

Users acknowledge, and agree, that—

- (1) where any part of the Services provide links to other websites, these links are provided for convenience only and we do not endorse these sites, or the products and services they provide;

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- (2) although HomeStay attempts to link only to trustworthy websites, it is possible that they will contain materials that are objectionable, unlawful, inaccurate or that may cause damage, or loss, to Your systems and devices; and
- (3) HomeStay are not responsible, or liable, for the content or accuracy of these other websites or for the legality, security or decency of the material contained in, or accessed through, those websites.

12 CONTENT YOU POST OR SUBMIT

12.1 Subject to clause 12.2, in using the Services, You will have the opportunity to—

- (1) submit feedback regarding Your experiences with Service Providers You find through the Services;
- (2) submit inquiries concerning possible medical needs; and
- (3) participate in the other interactive or community features of the Site (collectively, “**Posted Information**”).

12.2 You must, at all times, act responsibly, and reasonably, when submitting any Posted Information.

12.3 HomeStay reserves the right to investigate and, at our discretion, take appropriate legal action against anyone who violates these Terms, including removing any offending communication from the Services, and terminating the account of such violators or blocking Your use of the Services.

12.4 By posting Posted Information through the Services, You agree to, and hereby do, grant, and you represent and warrant that you have the right to grant, to HomeStay—

- (1) an irrevocable, perpetual, royalty-free, fully sublicensable, fully paid up, worldwide licence to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Information; and
- (2) to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Information.

12.5 The licence described in clause 12.4 is non-exclusive, except you agree that HomeStay will have the exclusive right to utilise this licence to the extent of combining your Posted Information with the Posted Information of other HomeStay users for the purposes of constructing, or populating, a searchable database of reviews and information related to the in-home care industry.

13 USERS USE OF CONTENT

Users acknowledge, and agree, that--

- (1) all of the Content is owned by us, or our licensors, and is protected by copyright, trademark, patent and trade secret laws, other proprietary rights, and international treaties;
- (2) the Services and any underlying technology, or software, used in connection with the Services contain HomeStay’s proprietary information;
- (3) HomeStay gives Users permission to use the Content for personal, non-commercial purposes only and does not transfer any intellectual property rights to Users by virtue of permitting the use of the Services;
- (4) Users may print, download, and store information from the Site for their own convenience, but Users may not copy, distribute, republish (except as permitted in this paragraph), sell, or

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exploit any of the Content, or exploit the Site or Services in whole or in part, for any commercial gain or purpose whatsoever; and

- (5) except as expressly provided in this clause 13—
- (a) neither HomeStay, nor its suppliers, grant Users any express, or implied, rights to the Site or the Services; and
 - (b) all rights in the Site and the Services not expressly granted by HomeStay to Users are retained by HomeStay.

14 DISCLAIMER

14.1 Users acknowledge, and agree, that HomeStay has no control over, and no duty to take any action regarding:

- (1) which Users gain access to the Site and/or the Services;
- (2) what Content Users access;
- (3) what effects the Content may have on Users;
- (4) how Users may interpret, or use, the Content; or
- (5) what actions Users may take as a result of having been exposed to the Content.

14.2 For clarity—

- (1) Users release us from all liability resulting from Users having acquired, or not having acquired, Content or your use of the Content; and
- (2) we have no special relationship with, or fiduciary duty to, Users.

15 GENERAL LIMITATION OF LIABILITY

15.1 Your sole, and exclusive, remedy for any dispute with us is the cancellation of your account.

15.2 In no event will Homestay's cumulative liability to You for any, and all, claims relating to, or arising out of, Your use of the Services or the Site, regardless of the form of action, exceed the greater of:

- (1) the total amount of fees, if any, that You paid to create or maintain an account with the Site or the Services; or
- (2) AU\$100,

15.3 In no event will HomeStay be liable to You (or to any third party claiming under, or through, You) for any indirect, special, incidental, consequential or exemplary damages arising from Your use of, or inability to use, the Site and/or the Services.

15.4 For the sake of clarity, the exclusions provided in this clause 15 apply to any claims for lost profits, lost data, loss of goodwill, computer failure or malfunction, any other commercial damages or losses, or medical malpractice, or negligence, of Service Providers utilised through use of the Services, even if we knew, or should have known, of the possibility of such damages.

16 TERMINATION

16.1 Users acknowledge, and agree, that—

- (1) HomeStay reserves the right, at our full discretion, to terminate, suspend or deactivate your account immediately, without notice—

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- (a) if there has been a violation of—
 - (i) this Agreement; or
 - (ii) other policies and terms posted on the Site or through the Services, by you or by someone using your Credentials; or
 - (b) for any other reason, including inactivity for an extended period;
- (2) you will not attempt to use the Site and/or the Services after any such termination, suspension or deactivation; and
- (3) in the case of deactivation due exclusively to your inactivity, you may be permitted to create another account.
- 16.2 HomeStay will not be liable to Users, or any third party, for any termination, suspension or deactivation of your access to the Site and/or the Services.
- 16.3 Clauses 1, 3, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18 survive termination or expiration of this Agreement:

17 INDEMNIFICATION

- 17.1 Subject to clause 17.2, where requested to do so by HomeStay, Users agree to defend, indemnify, and hold harmless HomeStay, our employees, contractors, officers, directors, agents, parent and other affiliates, from all liabilities, claims, demands and expenses, including legal fees, that arise from or are related to—
- (1) your use of the Site and/or Services; or
 - (2) the violation of this Agreement (including the Terms), or of any intellectual property or other right of any person or entity, by you or any person using your Credentials.
- 17.2 Clause 17.1 does not apply to liabilities, claims and expenses arising as a result of HomeStay's own gross negligence or intentional misconduct.

18 MISCELLANEOUS

- 18.1 User's affirmative act of using the Services and/or creating an account constitutes your electronic signature to this Agreement, which includes our Privacy Policy, and User's consent to enter into such agreements with us electronically.
- 18.2 No action arising under, or in connection with, this Agreement, regardless of the form, may be brought by Users more than one (1) year after the cause of action arose.
- 18.3 This Agreement represents the entire agreement between Consumers and HomeStay and supersedes any previous representations, or agreements, whether recorded in writing or otherwise.
- 18.4 If any provision, or part of this Agreement is void, invalid or unenforceable for any reason, that provision may be severed from this Agreement and does not affect the validity, operation or enforceability of any other provisions of this Agreement.
- 18.5 HomeStay's failure, or delay, to exercise a power or right does not operate as a waiver of that power or right. HomeStay does not waive its rights under this Agreement because it grants an extension of time to Users. Waiver of a power or right is not effective unless it is in writing. However, waiver of a power, or right, is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given. Waiver of a power, or right, in that instance will not affect HomeStay's right to exercise other powers or rights in this Agreement.

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- 18.6 HomeStay may assign this Agreement at any time, including to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. Users may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.
- 18.7 Unless the context otherwise requires, this Agreement must be interpreted in accordance with the following, a reference to—
- (1) the singular includes the plural and the plural includes the singular;
 - (2) the words “include, “includes” and “including” means “including without limitation”;
 - (3) if an example is given of anything in this Agreement (including a right, obligation or concept) by using “such as”, “for example” or other similar phrases, the example does not limit the scope of that thing;
 - (4) headings are for convenience only and do not affect the interpretation of this Agreement;
- 18.8 This Agreement is governed by, and construed in accordance with the laws of Western Australia. Both you and HomeStay irrevocably accepts the jurisdiction of the courts of Western Australia in relation to any legal proceedings arising in connection with this Agreement.